UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 19, 2021**

Todos Medical Ltd.
(Exact name of registrant as specified in its charter)

Israel	**000-56026**	**n/a**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	IRS Employer Identification No.)

121 Derech Menachem Begin, 30th Floor,
Tel Aviv, 6701203 Israel
(Address of principal executive offices)

Registrant's telephone number, including area code: **+972 (52) 642-0126**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company [X]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01 Entry into a Material Definitive Agreement.

On April 19, 2021, Todos Medical Ltd. (the "Company") entered into an Agreement to Purchase Provista Diagnostics, Inc. ("Agreement to Purchase") with Strategic Investment Holdings, LLC ("SIH"), Ascenda BioSciences LLC ("Ascenda") and Provista Diagnostics, Inc. ("Provista"). Ascenda was the sole owner of the outstanding securities of Provista and SIH is the sole owner of all the outstanding securities of Ascenda.

Pursuant to the Agreement to Purchase, the Company acquired Provista from Acenda and SIH for an aggregate purchase price of $7.5 million consisting of an initial cash payment of $1.25 million, the issuance of $1.5 million in Company common shares priced at $0.0512 per share, the issuance of a $3.5 million convertible promissory note dated April 19, 2021 (the "Note") and the payment on for before July 1, 2021 of $1.25 million in cash (the "July Payment"). The Provista shares acquired by the Company shall remain in an escrow account until the July Payment is made. The Note has a maturity date of April 8, 2025 and is convertible beginning on October 20, 2021 into Company common shares at a conversion price equal to the lesser of $0.05 or the volume weighted average price of the last 20 trading days for the common shares prior to the date of conversion. In the event that the Company uplists its common shares to a national securities exchange, the Note shall automatically be exchanged into preferred stock with a conversion price equal to the lesser of (a) $0.05, (b) the opening price on the day of the uplisting provides there is no transaction associated with the uplisting or (c) the deal price of an uplisting transaction. The Company's obligation to deliver the July Payment by July 1, 2021 is secured by the Provista shares through a Security Agreement dated as of April 19, 2021 by and between SIH, Ascenda and Provista. The Company has the option of extending the payment of the July Payment to July 15, 2021 by paying SIH and Ascenda $250,000 on or before July 1, 2021 (the "Extension Payment"). In the event the Company pays the July Payment by July 15, 2021, the Extension Payment shall be credited towards the July Payment.

The foregoing descriptions of the Agreement to Purchase, the SPA, the Note and the Security Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Agreement to Purchase, SPA, Note and the Security Agreement, forms of which are attached as Exhibit 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K, and are incorporated herein by reference.

Item. 2.01 Completion of Acquisition or Disposition of Assets.

The information included in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

The information included in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 3.02.

The issuance of the securities described in item 1.01 was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(a)(2) and Rule 506 promulgated thereunder.

Item 8.01 Other Events.

On April 22, 2021, the Company issued a press release announcing that it has acquired Provista. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

10.1	Agreement to Purchase Provista Diagnostics, Inc. dated April 19, 2021.
10.2	Securities Purchase Agreement dated April 19, 2021.
10.3	Convertible Promissory Note dated April 19, 2021.
10.4	Security Agreement dated April 19, 2021
99.1	Press release dated April 22, 2021.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 23, 2021

TODOS MEDICAL LTD.

By: */s/ Gerald Commissiong*
Gerald Commissiong
Chief Executive Officer

Exhibit 10.1

AGREEMENT TO PURCHASE
PROVISTA DIAGNOSTICS, INC.

This Agreement (this "Agreement") is entered into by and between Todos Medical Ltd, a company formed under the laws of Israel (the "Buyer"), Strategic Investment Holdings, LLC, a Nevada limited liability company ("Shareholder"), Ascenda BioSciences LLC, a Delaware limited liability company ("Ascenda") and Provista Diagnostics, Inc., a Delaware corporation ("Provista") on the date set forth on the signature page hereto. Shareholder and Ascenda are collectively referred to as the "Sellers". The Buyer, Shareholder, Ascenda and Provista are collectively referred to herein as the "Parties". Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

RECITALS:

WHEREAS, the Shareholder is the sole owner of all of the outstanding securities of Ascenda,

WHEREAS, Ascenda is the sole owner of all of 100% of the outstanding securities of Provista;

WHEREAS, Sellers wish to sell the Provista Shares to Buyer, and Buyer wishes to purchase the Provista Shares from Sellers, on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. PURCHASE AND SALE

SECTION 1.1 SALE AND PURCHASE OF THE PROVISTA SHARES. Subject to the terms and conditions hereof, Sellers shall sell 3,599 shares of Preferred Stock and 1,581 shares of Ordinary Stock (collectively the "Provista Shares") representing 100% of Provista' s securities outstanding, to Buyer, and Buyer shall purchase the Provista Shares from Sellers, for the Purchase Price payable in accordance with Section 1.2 of this Agreement, the Securities Purchase Agreement attached as Exhibit 2 (the "SPA"), Convertible Promissory Note attached as Exhibit 3 (the "Convertible Note"), Escrow Agreement attached as Exhibit 4 (the "Escrow Agreement") and Security Agreement attached as Exhibit 5 (the "Security Agreement"), each of even date herewith with all exhibits and schedules thereto, and other documents executed in connection with the transactions contemplated hereby (collectively the "Transaction Documents") each attached hereto and incorporated herein and made a part hereof:

SECTION 1.2 PURCHASE AND SALE. Buyer shall purchase the Provista Shares for an aggregate purchase price ("Purchase Price") of seven million five hundred thousand dollars ($7,500,000) which shall be subject to the following terms:

1.2.1 ***Cash Deposit.*** On or before April 19, 2021, (the "First Closing Date"), Buyer will deliver a non-refundable deposit (the "Cash Deposit") of One Million Two Hundred Fifty Thousand Dollar ($1,250,000) by wire transfer to the Sellers' bank account as set forth as Exhibit 1.

1.2.2 ***First Closing.*** On or before the First Closing Date, Buyer shall deliver to Sellers or Sellers' designees such number of non-refundable shares of its ordinary stock, par value NIS 0.01 per 836695v.1 share, (the "Todos Deposit Shares") with a Fair Market Value of one million five hundred thousand dollars ($1,500,000) as defined by and set forth in the SPA (Attached as Exhibit 2). The Parties agree that the Ordinary Shares shall have a value of $.001 per share, for the purpose of this transaction, on the date of execution hereof.

1.2.3 ***Issuance.*** Upon issuance of the Todos Deposit Shares to Seller at the First Closing, such shares shall be validly issued, fully paid and non-assessable.

1.2.4 ***The Second Cash Payment.*** On or before July 1, 2021 (the "Second Closing Date"), Buyer shall deliver a second payment ("Second Cash Payment") of one million two hundred fifty thousand dollars ($1,250,000) to Sellers by wire transfer pursuant to the instructions set forth in Exhibit 1.

1.2.5 ***The Convertible Note.*** On or before the Second Closing Date, Buyer shall deliver to Sellers or their designees the Convertible Note (Attached as Exhibit 3) in the principal amount of three million five hundred thousand dollars ($3,500,000), payable by Buyer to Seller.

1.2.6 ***Secured Obligation.*** Buyer's obligation to deliver the Second Cash Payment and the Convertible Note to Seller at the Second Closing shall be secured by the Provista Shares to be held and released in accordance with the Escrow Agreement and all of Provista' s assets (the "Assets") pursuant to the terms of the Security Agreement attached as Exhibit 5.

1.2.7 ***Extension of Second Cash Payment Due Date.*** Buyer shall have the option of extending the payment of the Second Cash Payment until July 15, 2021, by paying the Sellers the additional sum of $250,000 (the "Extension Payment") on or before the Second Closing Date. If the Extension Payment is received by Sellers on or before the Second Closing Date, then Buyer shall deliver the Convertible Note on the Second Closing Date and the Second Cash Payment on or before July 15, 2021. In the event the Buyer completes the Second Cash Payment, this Extension Payment shall be credited towards the Second Cash Payment.

1.2.8 ***Break-Up Fee.*** For the avoidance of doubt, at the First Closing, the Sellers shall hold full right, title, and interest in and to the Cash Deposit, and the Todos Deposit Shares paid to Sellers or their designees and/or assignees pursuant to Section 1.2.1 and 1.2.2 hereunder on the First Closing Date free and clear of all rights, liens and encumbrances, without limitation. Additionally, as set forth in the Escrow Agreement, should Buyer fail to deliver the Second Cash Payment and/or the Convertible Note by the Second Closing Date as required by Section 1.2.4 and 1.2.5, the Escrow Agent shall return the Provista Shares to Sellers, and Sellers shall become the sole owners thereof. Buyer acknowledges and agrees that the Sellers, their representatives and advisors have devoted significant time and efforts and have incurred significant expenses in reviewing and analyzing the terms of this Agreements and the business, assets and operations of the Buyer in connection with the Transaction Documents and transactions contemplated hereby. Buyer further agrees and understands that in the event that the Buyer fails to deliver the Second Cash Payment and/or the Convertible Note to the Sellers at the Second Closing, the Cash Deposit and the Todos Deposit Shares shall be the property of the Sellers, and Sellers shall retain and hold full right, title, and interest in and be the sole owners of the Cash Deposit, the Todos Deposit Shares and 100% of the Provista Shares. In such an event, Buyer will have absolutely no rights, claims or interest of any type in connection with the Provista Shares, Cash Deposit or Todos Deposit Shares or this transaction, regardless of any alleged conduct by Seller or anyone else. Further, in such event Buyer irrevocably will be deemed to have canceled this Agreement and relinquished all rights in and to the Provista Shares, Cash Deposit and Todos Deposit Shares. In connection with the Provista Shares, Escrow Agent may release the Provista Shares to Sellers on the day after the Second Closing Date, unless Buyer has complied with 1.2.4 and 1.2.5 hereof. If this Agreement is not canceled and all payments due to Seller at the First Closing are made when required, all of the obligations, conditions and contingencies of Sellers hereunder will be deemed satisfied.

SECTION 1.3 CLOSING. The consummation of the transactions contemplated by this Agreement shall take place virtually at the offices of Sellers or Sellers'

counsel on the First Closing Date (other than the Second Cash Payment and Convertible Note, which shall be made on July 1, 2021) after all of the conditions set forth in this Agreement are satisfied or waived in accordance with this Agreement (other than those conditions that by their terms are to be satisfied by actions taken at or after the First or Second Closing, but subject to the satisfaction or waiver of such conditions at the First or Second Closing), unless another date, time or place is mutually agreed to in writing by Sellers and Buyer.

1.3.1 ***Sellers' Deliverables.*** Sellers shall deliver, or cause to be delivered, at the First Closing:

(i) one or more certificates representing all of the Provista Shares duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank to Buyer shall be delivered to Hamilton & Associates Law Group (the "Escrow Agent") and held by Escrow Agent as collateral for the Second Cash Payment and Convertible Note pursuant to the terms of the "Escrow Agreement" attached hereto as Exhibit 4 and made a part hereof,
(ii) written resignations of each of the directors, managers and officers, as applicable, of the members of Provista, requested by Buyer effective as the First Closing Date,
(iii) this Agreement, and other Transaction Documents to which each Seller is a party, duly executed by such Seller, as applicable, and
(iv) all other documents, instruments and writings required by this Agreement to be delivered by Sellers at the First Closing.

1.3.2 ***Buyer Deliverables.*** Buyer shall deliver, or cause to be delivered, to Sellers as follows:

(i) the Cash Deposit on or before the First Closing Date, by wire transfer to the bank account designated by Sellers in Exhibit 1 immediately available funds in an amount equal to the Cash Deposit,
(ii) at the First Closing, one or more certificates representing all of the Todos Deposit Shares duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank to Sellers' Designees,
(iii) at the First Closing, each Transaction Document to which Buyer is a party,
(iv) all other documents, instruments and writings required by this Agreement to be delivered by Buyer at the First Closing; and
(v) the Second Cash Payment and Convertible Note on or before the Second Closing Date.

SECTION 1.4 ASSUMPTION OF LIABILITIES. At or prior to the First Closing, Buyer shall assume all liabilities of Provista, without limitation. In connection therewith, Buyer agrees to use reasonable best efforts to cause the Landlord to release Charles W. Stout III from any obligations or liabilities as guarantor under the lease agreement between Diagnostic Reference Group, LLC and Windward Campus Owner, LLC dated the 29th day of November 2012 for space at 2001Westside Parkway, Unit # 290, Alpharetta, GA 30004 presently occupied by Provista, which has been modified by addendum (the "Addendum") to STE 240 (the "Lease") within thirty (30) days of the execution of this Agreement. Until Charles W. Stout III is released from the Lease, Buyer shall accept and assume all obligations or liabilities of Charles W. Stout III, Ascenda BioSciences, LLC, Strategic Investment Holdings LLC, Strategic Funding, Inc. and related entities associated with the Lease and its Addendum.

SECTION 1.5 INDEMNIFICATION OF CHARLES W. STOUT III, ASCENDA BIOSCIENCES, LLC, STRATEGIC FUNDING, INC. AND RELATED ENTITIES. Subject to the Second Closing Date, Buyer agrees to indemnify, defend and hold Charles W. Stout III, Ascenda BioSciences, LLC, Strategic Investment Holdings LLC, Strategic Funding, Inc. and related entities harmless from and against any and all claims, rent payments, demands, causes of action, charges, judgments, damages, liabilities, costs or expenses (including, without limitation attorneys' fees and legal costs) arising out or relating directly or indirectly to the Lease, as amended or the Addendum.

SECTION 1.6 INDEMNIFICATION OF BUYER. Sellers, on a joint and several basis, hereby agrees to indemnify, defend and hold harmless the Buyer from and against any and all Losses sustained or incurred by the Buyer arising from or related to any (i) breach of any of the representations and warranties of the Sellers and (ii) any liabilities in excess of $100,000hat were incurred prior to January 7, 2020 other than liabilities arising under the Lease

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as specifically disclosed to Buyer in a Disclosure Schedule, if any, received by Buyer from Sellers prior to execution of this Agreement ("Disclosure Schedule"), Sellers each represent and warrant to Buyer as follows:

SECTION 2.1 ORGANIZATION. Provista is a company duly organized, validly existing and in good standing under the laws of Delaware and has all necessary company powers to carry on its business as it is now being conducted. Provista is in good standing in each jurisdiction in which it is so required.

SECTION 2.2 CAPITALIZATION. The authorized capital stock of Provista consists of 100 million shares of stock, par value $.0001 par value per share, of which only the Provista Shares are issued and outstanding and, as of the date hereof. The Provista Shares have been duly authorized and validly issued and are fully paid and nonassessable and are not subject to and were not issued in violation of any preemptive rights. Sellers own the Provista Shares, beneficially and of record, free and clear of any Lien. There are no outstanding (i) securities convertible into or exercisable or exchangeable for shares of Provista' s capital stock of or other voting or equity interests of Provista, (ii) options or other rights or agreements, commitments or understandings of any kind to acquire Provista's securities or other obligation to issue, transfer or sell, any shares of Provista's capital stock of or other voting or equity interests in Provista, (iii) voting trusts, proxies or other similar agreements or understandings with respect to the voting of any shares of capital stock of or other voting or equity interests of Provista or (iv) contractual obligations or commitments of any character restricting the transfer of, or requiring the registration for sale of, any shares of Provista's capital stock of or other voting or equity interests in Provista's securities.

SECTION 2.3 OWNERSHIP. Upon delivery of the Purchase Price as set forth in Article 1 hereof, for the Provista Shares, good and valid title to the Provista Shares will pass to Buyer, free and clear of any Liens. Ascenda is the sole beneficial and legal owner of all outstanding capital stock of Provista, free and clear of all Encumbrances. Shareholder is the sole beneficial and legal owner of all outstanding capital stock of Ascenda free and clear of all Encumbrances. There are no outstanding rights of any kind, direct or indirect, contingent or otherwise, to purchase or otherwise acquire any shares of capital stock of Ascenda. As used in this Agreement, "Encumbrance" means any mortgage, pledge, hypothecation, deed of trust, claim, infringement, right of first refusal, preemptive right, voting right, community property interest, security interest, lien (including any tax lien), charge, option, license, condition or other encumbrance or restriction of any nature whatsoever.

SECTION 2.4 AUTHORITY. Sellers each have the right, power and authority to execute and deliver this Agreement and any ancillary agreements to which it is a party, consummate the transactions contemplated hereby and thereby, and have duly executed and delivered such agreements. The execution and delivery of this Agreement and any ancillary agreements to which Sellers are a party and the consummation of the transactions contemplated hereby and thereby have been duly approved by all requisite corporate action on the part of Sellers. As against Sellers, this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to the rights of creditors generally and the availability of equitable relief.

SECTION 2.5 NO VIOLATION; CONSENTS AND APPROVALS. Neither the execution, delivery or performance by the Seller of this Agreement nor the consummation by the Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (i) violate or conflict with the provisions of the Articles of Incorporation or operating agreement; (ii) violate or conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, or other instrument to which Seller is a party or by which it is bound other than the Lease as set forth in Section 1.4 hereof, or by which it may be affected, or result in the creation of any lien or encumbrance upon any of

Seller's assets; or (iii) violate any judgment, decree, order, statute, rule or regulation applicable to Sellers.

SECTION 2.6 TITLE TO AND SUFFICIENCY OF ASSETS. Provista owns all rights, title and interest in and to all of its assets, free and clear of all Encumbrances in excess of $10,000 other than payroll expenses and rents under the Lease.

SECTION 2.7 CONTRACTS. Each of the contracts to which Provista is a party will be assumed by the Buyer at the First Closing (the "Assumed Contracts"), including the Lease. Each of the Assumed Contracts is legal, valid and in full force and effect, enforceable in accordance with its terms. To Provista and Sellers' knowledge, no other party to any Assumed Contract has taken the position that any provision of such Assumed Contract is unenforceable. Provista, Sellers have not received notice of cancellation of or default under or intent to cancel or call a default under any of the Assumed Contracts. Provista has performed all material obligations required to be performed by it under the Assumed Contracts, and there exists no event or condition which with or without notice or lapse of time or both would be a material breach or a material default on the part of Provista or, to the knowledge of Provista and Sellers, on the part of any other party to such Assumed Contracts. Complete and accurate copies of all Assumed Contracts have been provided to Buyer.

SECTION 2.8 INTELLECTUAL PROPERTY. Provista is the sole owner of all rights, titles and interests in and to its Intellectual Property, free and clear of all Encumbrances. No notice has been received by Sellers are, and no claim or proceeding has been brought against Provista, which challenges the validity or enforceability of such Intellectual Property or Provista's complete and exclusive ownership thereof. To Sellers' knowledge, no third party is misappropriating, infringing or diluting any of such Intellectual Property or violating any of Provista's rights therein. Provista has taken all reasonable steps in accordance with normal industry practice to protect its rights in its Intellectual Property. As used in this Agreement, "Intellectual Property" means worldwide: (i) patents, patent applications and patent rights, including continuations, continuations-in-part, divisions, reissues, renewals, reexaminations and extensions and applications therefore; (ii) trademarks, trade names, trade dress, logos, service marks designs and general intangibles of like nature, registered or not, together with all common law rights and goodwill related thereto; (iii) copyrights, moral rights and mask work rights, registered or not, and registrations and applications therefore; (iv) inventions, know-how, methods, confidential business information, trade secrets and other proprietary information and intellectual property rights (whether or not patentable or reduced to practice); (v) any and all trailers, pilots, scripts, ideas, plans, research, designs, sponsorships and promotional materials treatments, summaries, videotapes, contracts, agreements and other electronic or written documentation relating to, associated with, or comprising Provista's assets; and (vi) rights to sue or make claims for any past, present or future misappropriation or unauthorized use of any of the foregoing and the right to receive income, royalties, damages and payments that are now will later become due with regard to the foregoing.

SECTION 2.9 INTERNET DOMAIN NAMES AND CONTENT. Provista is the sole registrant of all domain names used by it, has not licensed or otherwise transferred any of the rights in such domain names to which a registrant thereof is entitled (or entered into any agreement to do so), and has paid all registration fees relating to such domain names.

SECTION 2.10 TAX MATTERS. Within the times and in the manner prescribed by Law, Provista's Tax returns required by Law have been filed, and all Taxes and assessments required to be withheld or paid by Provista to any governmental authority have been paid. As used in this Agreement, "Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

SECTION 2.11 LEGAL PROCEEDINGS; THIRD PARTY RIGHTS. There are no pending or, to Sellers' knowledge, legal, administrative, arbitral or other proceedings (including disciplinary proceedings), suits, actions or governmental or regulatory investigations of any nature ("Proceedings") against or affecting Provista or challenging the validity of the transactions contemplated by this Agreement. There is no injunction, order, judgment, decree or regulatory restriction imposed upon Provista, and Provista is not a party to any Proceedings instituted by it.

SECTION 2.12 COMPLIANCE WITH LAW. Provista is in compliance with all requirements of Law, and all requirements of all governmental authorities having jurisdiction over it, the operation of its business, except to the extent the aggregate effect of the failure to be in such compliance would not materially adversely affect the assets or Provista.

SECTION 2.13 LIABILITIES. Provista does not have any known obligations or liabilities in excess of $100,000, with exception of the Lease.

SECTION 2.14 NON-CONTRAVENTION. Provided that all consents, approvals, authorizations and other actions described in Section 2.4 have been obtained or taken, the execution and delivery by Sellers and each Transaction Document to which either is, or is specified to be, a party, and the performance of its obligations hereunder and thereunder do not and will not (a) conflict with or breach any provision of the organizational documents of the Shareholder or Ascenda, (b) conflict with or breach any provision of any material applicable law, (c) require any consent of or other action by any person or entity (d) constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any Permit, or any agreements to which Provista is bound, or (e) result in the creation or imposition of any liens on any assets of the Provista.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Except as specifically disclosed to Sellers in this Agreement, Buyer represents and warrants to Sellers as follows:

SECTION 3.1 CORPORATE STATUS. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Israel. Buyer is duly qualified to do business in each jurisdiction in which the character of and location of its assets or operations makes qualification to do business as a foreign corporation necessary. Buyer has full corporate power to carry on its business as it is now being conducted and as proposed to be conducted and to own and operate its assets. Buyer has full corporate power and authority to execute and deliver this Agreement and perform the transactions contemplated hereby.

SECTION 3.2 CORPORATE ACTIONS. All corporate or other actions and proceedings necessary to be taken by or on the part of Buyer, its directors and its shareholders in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

SECTION 3.3 NO DEFAULTS. Neither the execution, delivery or performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (i) violate or conflict with the provisions of the Articles of Incorporation or Bylaws of Buyer; (ii) violate or conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, or other instrument to which Buyer is a party or by which it is bound other than the Lease as set forth in Section 1.4 hereof, or by which it may be affected, or result in the creation of any lien or encumbrance upon any of Buyer's assets; or (iii) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer.

SECTION 3.4 CONSENTS AND APPROVALS. No consent, approval or authorization of, or declaration, filing or registration with any governmental body is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement by Buyer or the consummation of the purchase of the Provista

Shares by Buyer.

SECTION 3.5 OTHER CONSENTS. No consent of any person or entity is required to be obtained by Buyer to the execution, delivery and performance of this Agreement by Buyer or the consummation of the purchase of the Provista Shares by Buyer.

SECTION 3.6 PURCHASE FOR INVESTMENT. Buyer is purchasing the Provista Shares solely for its own account for the purpose of investment and not with a view to, or for sale in connection with, any distribution of any portion thereof in violation of any applicable securities law.

SECTION 3.7 DILIGENCE. Buyer has undertaken an exhaustive review of the business and operations of Provista and is familiar with its financial condition, operations, assets and liabilities. Buyer will have until the First Closing Date to conduct all additional inspections and due diligence and satisfy itself regarding Provista and to inspect Provista's facilities (the "Property"). Buyer agrees to indemnify and hold Sellers harmless for any loss or damage to the Property or persons caused by Buyer or its agents arising out of such physical inspections of the Property. Buyer expressly acknowledges that the sale of Provista as provided for herein is made on an "AS IS" basis, and such provision shall survive the closing.

ARTICLE 4. FURTHER COVENANTS AND AGREEMENTS

SECTION 4.1 ANNOUNCEMENTS. The Parties shall consult with each other as to the form, substance and timing of any press release or other public disclosure related to the transactions contemplated by this Agreement, and no such press release or other public disclosure shall be made without the consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed; provided, however, that the parties may make such disclosure to the extent such disclosure is required by Law.

SECTION 4.2 TAXES. FURTHER ASSURANCES; CONSENTS. Subject to the terms and conditions of this Agreement, the parties shall use all commercially reasonable efforts to take or cause to be taken, all actions (including the execution, delivery and filing of documents) necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and any ancillary agreements, including the obtaining of all required consents and approvals of governmental authorities and other third parties. Notwithstanding the foregoing, no modification shall be made to any Assumed Contract to obtain any required consent without the prior written consent of Buyer.

ARTICLE 5. CERTAIN COVENANTS

SECTION 5.1 CONDUCT OF THE BUSINESS. From the date hereof until the Second Closing, except as required by law or as otherwise expressly permitted or contemplated by this Agreement, Buyer shall use commercially reasonable efforts to preserve Provista's business and maintain material relationships (contractual or otherwise). In connection therewith, Buyer shall not cause Provista to do any of the following:

(a) amend its certificate of incorporation or certificate of formation, or the by-laws or limited liability company operating agreement as applicable, or take or authorize any action to wind up its affairs or dissolve;

(b) issue any securities;

(c) amend or terminate its employee benefit plans, if any, in any material respect, establish, enter into or adopt any new arrangement that would (if it were in effect on the date hereof) obligate Provista under an employee benefit plan ("Provista Benefit") or take any action with respect to any Provista Benefit Plan that would increase, accelerate or alter the liabilities of any Provista Benefit Plan or reduce or impair the assets of any Provista Benefit Plan, take any action to increase, accelerate the payment or vesting of, or fund or otherwise guarantee, freeze or secure the payment of compensation or benefits of any of its employees, enter into, amend or otherwise modify any employment, severance, transaction-based, retention or other similar Contracts or arrangements with any employees,

(d) hire any employee, independent contractor, officer or director or terminate the employment of any of its employee or establish any incentive compensation programs that relate in whole or part to compensation for any employee;

(e) issue, sell or grant options, warrants or rights to purchase or subscribe to, enter into any arrangement or contract with respect to the issuance or sale of, or redeem or repurchase any of its securities or make any changes (by combination, reorganization or otherwise) in its capital structure;

(f) sell, license, abandon, assign, transfer, pledge, or otherwise dispose of, or encumber, or grant any lien on any of its assets;

(g) merge or consolidate with any other entity or acquire (including by merger, consolidation, acquisition of stock or assets, bulk reinsurance) any assets or liabilities comprising a business or a segment, division or line of or business or any material amount of property or assets in or of any other entity or create or acquire any Subsidiaries;

(h) modify or amend in any material respect or recapture or terminate any material contracts or waive, release or assign any material rights or claims thereunder or enter into any contract which would if entered into prior to the date hereof, have been a material contract;

(i) incur any Indebtedness, other than trade accounts payable and short-term working capital financing in each case, incurred in the ordinary course of business or make any loans or advances;

(j) default under any Indebtedness;

(k) terminate, fail to renew or let lapse any permit necessary to conduct its business or fail to submit any reports, statements, documents, registrations, filings or submissions to be filed with any governmental authority, in each case other than as would not reasonably be expected, individually or in the aggregate, to be material;

(l) enter into any new line of business, or introduce any new products or services, or change in any material respect existing products or services, except as may be required by applicable Law;

(m) terminate, cancel or amend, or cause the termination, cancellation or amendment of, any material insurance coverage (and any surety bonds, letters of credit, cash collateral or other deposits related thereto required to be maintained with respect to such coverage) maintained by it that is not replaced by comparable insurance coverage;

(n) to the extent related to Taxes or Tax Returns, (i) settle or compromise any material Tax audit or forgo the right to any material refund, offset or other reduction in Tax liability; (ii) change any methods, policies or practices of Tax accounting or methods of reporting income or deductions for Tax purposes from those employed in the preparation of its most recently filed Tax Return; (iii) amend any material Tax Return; (iv) enter into any material agreement with a Tax authority, or terminate any such

agreement entered into with a Tax authority that is in effect as of the date hereof; (v) alter or make any material Tax election; (vi) request a ruling relating to Taxes, (vii) grant any power of attorney relating to Tax matters; (viii) prepare or file any Tax Return in a manner that is not consistent with past practice or file a Tax Return of a type or in a jurisdiction not previously filed; or (ix) request any ruling or similar guidance with respect to Taxes;

(o) sell, transfer or otherwise dispose of any asset; or

(p) promise, agree or commit to do any of the foregoing.

SECTION 5.2 ACCESS TO INFORMATION;BOOKS AND RECORDS

(a) From the date hereof until the First Closing, Sellers shall and shall cause Provista to (i) give Buyer, its counsel, financial advisors, auditors and other authorized Representatives reasonable access to all of the offices, properties, contracts, books and records of Provista, not including access to IT systems, and to the officers and employees of Provista whose assistance and expertise are reasonably necessary to assist Buyer in connection with preparation to integrate Provista into Buyer's organization following the First Closing, (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized Representatives such financial and operating data and other information relating to Provista as such persons may reasonably request, and (iii) instruct the employees, counsel and financial advisors of Sellers are to cooperate with Buyer in connection with Buyer's investigation of Provista and preparation to integrate Provista into Buyer's organization following the First Closing.

(b) Sellers shall have the right to retain copies of all books, data, files, information and records in any media (including, for the avoidance of doubt, Tax Returns and other information and documents relating to tax matters) of Provista relating to periods ending on or prior to the First Closing Date (i) relating to information (including employment and medical records) regarding Provista's employees, (ii) as may be required by any governmental authority, including pursuant to any applicable Law or regulatory request, or (iii) as may be necessary for Sellers are or its Affiliates to perform their respective obligations pursuant to this Agreement, in each case subject to compliance with all applicable privacy Laws. Buyer agrees that, with respect to all original books, data, files, information and records of Provista existing as of the First Closing Date, it will (x) comply in all material respects with all applicable Laws relating to the preservation and retention of records and (y) apply preservation and retention policies that are no less stringent than those generally applied by Buyer to its own books and records.

ARTICLE 6 CONDITION'S PRECEDENT

SECTION 6.1 CONDITIONS TO THE BUYER'S OBLIGATIONS. The obligation of the Buyer hereunder is subject to the satisfaction, at or before the First Closing Date of each of the following conditions provided that these conditions are for the Buyer's sole benefit and may be waived by the Buyer at any time in its sole discretion:

a) The Sellers shall have executed this Agreement and the remaining Transaction Documents and delivered the same to the Sellers as required by Article 1 and 2 hereof,

b) The representations and warranties of the Sellers shall be true and correct in all material respects as of the date when made and as of the First Closing Date as though made at that time (except for representations and warranties that speak as of a specific date), and the Sellers shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents be performed, satisfied or complied with by the Sellers are at or prior to the First Closing Date, and

c) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement; and

SECTION 6.2 CONDITIONS TO THE SELLER'S OBLIGATIONS. The obligations of the Sellers hereunder are subject to the satisfaction, at or before the First Closing Date of each of the following conditions, provided that these conditions are for the Sellers' sole benefit and may be waived by the Sellers are at any time in its sole discretion:

a) The Buyer shall have executed the Transaction Documents including all exhibits thereto and delivered the same to the Sellers,

b) The representations and warranties of the Buyer shall be true and correct in all material respects as of the date when made and as of the First Closing Date as though made at such time (except for representations and warranties that speak as of a specific date) and the Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Buyer at or prior to the First Closing Date,

c) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by the Transaction Documents,

d) No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on the Buyer including but not limited to a change in the 1934 Act reporting status of the Buyer or the failure of the Buyer to be timely in its 1934 Act reporting obligations, and

e) The trading of Todos' ordinary stock on the OTC Markets shall not have been suspended by the SEC.

ARTICLE 7. GENERAL PROVISIONS

SECTION 7.1 SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Sellers may assign its rights hereunder without the prior written consent of the Buyer. Buyer may not assign its rights or obligations hereunder, and any such attempted assignment or delegation without such consent shall be void.

SECTION 7.2 SEVERABILITY. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SECTION 7.3 AMENDMENTS; WAIVERS. The provisions of this Agreement may be amended, modified or waived only by a written instrument executed by the party against whom enforcement of the amendment, modification or waiver is sought. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions or agreements, whether or not similar. No waiver shall be binding on the Parties unless executed in writing.

SECTION 7.4 NOTICES. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be: (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email or email, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by email with accurate confirmation generated by the transmitting computer, at the address or email address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be the address designated below. Each party shall provide timely notice to the other party of any change in address.

If to Buyer:

Todos Medical Ltd.
Derech Menachem Begin street,
30th Floor,
Tel Aviv, Israel 6701203
Phone: 011.972.526.420.126
Email: gerald@todosmedical.com

If to Seller:

Strategic Investment Holdings, LLC
Galeria de Artes y Ciencias I, #201 0
Dorado, Puerto Rico 00646

With a courtesy copy to:

Robert Dev. Bunn, Esq.
5745 S.W. 75th Street, Suite 324
Gainesville, Fl 32608
robert@strategiclaw.org; bhamilton@securitieslawyer101.com; chris@thestrategicgroup.com.pr

SECTION 7.5 GOVERNING LAW. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of Delaware without regard to that state or country's conflict of laws principles.

SECTION 7.6 JURISDICTION. Any proceeding relating to this Agreement or the subject matter hereof shall be brought only in federal or state court in Delaware, and each party hereby generally and unconditionally submits to and accepts the jurisdiction of such courts.

SECTION 7.7 ATTORNEYS FEES. In the event that any action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to other damages or remedies, its reasonable attorneys' fees, court costs, and other costs and expenses reasonably incurred in connection therewith, including but not limited to any reasonable attorneys' fees, court costs and other costs and expenses incurred in connection with seeking to recover the attorneys' fees, court costs and other costs and expenses of enforcement provided for by this paragraph.

SECTION 7.8 ENTIRE AGREEMENT. With respect to its subject matter, this Agreement (including the Disclosure Schedule, any other exhibits, schedules, certificates or other instruments referred to herein, and any instruments delivered or executed in connection herewith or pursuant hereto), together with any ancillary Agreements, constitutes the entire agreement of the parties, and supersedes all prior agreements, understandings and representations, express or implied, oral or written, except as provided herein.

SECTION 7.9 COUNTERPARTS. This Agreement may be executed in two or more electronic signature counterparts, and PDF, electronic signatures including DocuSign shall be deemed an original, and all of which together shall constitute one and the same agreement.

SECTION 7.10 INTERPRETATION. It is agreed and understood by the Parties that both Parties shall be deemed to have jointly drafted this Agreement, and no inference or presumption shall be drawn against either of the Parties in the event of an alleged ambiguity.

SECTION 7.11 SURVIVAL. The representations of Sellers in this Agreement shall terminate on the date that Buyer delivers the Cash Deposit to Sellers.

SECTION 7.12 EXPENSES. Except as specifically set forth herein, each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation, accounting and legal fees incurred in connection herewith.

SECTION 7.13 TIME IS OF THE ESSENCE. Time is of the essence in the performance of each of the obligations of the Parties and with respect to all covenants and conditions to be satisfied by the Parties in the Transaction Documents and all documents, acknowledgments and instruments delivered in connection herewith.

SECTION 7.14 CONFLICT WITH OTHER AGREEMENTS. If there is any conflict between the terms of this Agreement and any other agreement, this Agreement shall prevail unless (i) such other agreement expressly states that it overrides this Agreement in the relevant respect and (ii) the each of the Parties of this Agreement are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Agreement in that respect.

SECTION 7.15 AUTHORITY. Each Party warrants and represents that it has the exclusive right, express authority, and full legal capacity to execute this Agreement in the capacities designated below for the entities on whose behalf they are executing this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized signatories, effective as of April 19, 2021.

PROVISTA DIAGNOSTICS, INC.

By: 

Name: Robb Rill

Title: Director

ASCENDA BIOSCIENCES LLC

By: 

Name: Robb Rill
Title: Member Representative of Strategic Investment Holdings, LLC

STRATEGIC INVESTMENT HOLDINGS, LLC

By: 

Name: Robb Rill
Title: Manager

TODOS MEDICAL LTD

By: Gerald Commissiong

Name: Gerald E. Commissiong
Title: President & CEO

Exhibit 10.2

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "SPA") is entered into by and between Todos Medical Ltd., an Israeli company (the "Company"), and Strategic Investment Holdings, LLC, a Nevada limited liability company (the "Holder" or "Shareholder") on the date set forth on the signature page hereto.

WHEREAS, subject to the terms and conditions set forth in the Agreement (the "Provista Purchase Agreement" by and between the Shareholder, Ascenda BioSciences LLC, a Delaware limited liability company ("Ascenda") and Provista Diagnostics, Inc., a Delaware corporation ("Provista") and the Company of even date herewith whereby the Company will purchase 100% of the outstanding securities of Provista, the Company shall issue and sell to the Holder or Holder's designees, (a) such number of shares of the ordinary stock of the Company, par value NIS 0.01 per share, (the "Ordinary Stock") with a Fair Market Value of one million five hundred thousand dollars ($1,500,000), and (b) a promissory note with a Fair Market Value of $3,500,000 upon the terms and subject to the limitations and conditions set forth in this SPA and the Convertible Note. The Provista Purchase Agreement, this Spa, the Convertible Promissory Note (the "Convertible Note"), Escrow Agreement (the "Escrow Agreement") and Security Agreement (the "Security Agreement"), each attached to the Provista Purchase Agreement and each of even date herewith with all exhibits and schedules thereto, and other documents executed in connection with the transactions contemplated hereby (collectively the "Transaction Documents") each attached hereto and incorporated herein and made a part hereof:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this SPA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Holder agree as follows:

1. PURCHASE AND SALE.

1.1 The Ordinary Stock and Convertible Note. On the Closing Date (as defined below), the Company shall issue and deliver to the Holder, such number of shares of the Ordinary Stock with a Fair Market Value (as defined herein) of $1,500,000 (the "Deposit Shares"), and a promissory note (the "Convertible Note") convertible into such number of shares of the Ordinary Stock, with a Fair Market Value of $3,500,000 (the "Conversion Shares") pursuant to the terms of the Convertible Note attached to the SPA as Exhibit 3. The Ordinary Stock, the Convertible Note and the Ordinary Stock into which the Convertible Note is exercisable into shall collectively be referred to herein as the "Securities".

1.2 Intentionally omitted.

1.3 Consideration. Pursuant to the terms of the Provista, the Company shall deliver the sum of $7,500,000 to Sellers. $1,500,000 of the Purchase Price shall be paid by the Company with the Ordinary Stock with a Fair Market Value (as defined herein) of $1,500,000, and $3,500,000 shall be paid with the Convertible Note to purchase shares of the Ordinary Stock with a Fair Market Value of $3,500,000.

1.4 Closing Date. The First Closing shall occur on April 19, 2021 (the "First Closing Date"), and the Second Closing shall occur on July 1, 2021 (the "Second Closing Date") as set forth in the Provista Purchase Agreement.

1.5 Ownership. For the avoidance of doubt, on the First Closing Date, the Seller shall hold full right, title, and interest in and to the Deposit Shares which shall include but not be limited to the beneficial ownership and right to the Deposit Shares. For the avoidance of doubt, on Second Closing Date, the Seller shall hold full right, title, and interest in and to the Convertible Note which shall include but not be limited to: (i) all contemplated conversion rights into the Company's Ordinary Stock arising under the Convertible Note, and (ii) the beneficial ownership and right to the Company's Ordinary Stock issued upon conversion of the Convertible Note.

2. HOLDER'S REPRESENTATIONS AND WARRANTIES.

2.1 The Holder represents and warrants to the Company that it is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor") and acquiring the Securities for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws; provided, however, by making the representations herein, Holder does not agree, or make any representation or warranty, to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as disclosed by the Company in the publicly filed SEC Documents (as defined in this SPA) the Company represents and warrants to the Holder, as of the date hereof and the Closing Date, that:

3.1 Organization and Qualification. The Company and each of its Subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Company and each of its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any material adverse effect on the business, operations, assets, financial condition or prospects of the Company or its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. "Subsidiaries" means any corporation or other organization, whether incorporated or unincorporated, in which the Company owns, directly or indirectly, any equity or other ownership interest.

3.2 Authorization; Enforcement. The Company has all requisite corporate power and authority to enter into and perform its obligations under the Provista Purchase Agreement, this SPA, the Convertible Note, the Escrow Agreement and the Security Agreement and all ancillary agreements, exhibits and schedules hereto and thereto (collectively the "Transaction documents") and delivered the same to the Seller and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, the execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Securities and the issuance and reservation for issuance of the Conversion Shares issuable upon conversion of the Note) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, the Transaction Documents have been duly executed and delivered by the Company, and each of the Transaction Documents constitutes, and upon execution and delivery by the Company, each Transaction Document will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

3.3 Capitalization. As of the date hereof, the authorized capital stock of the Company, and number of shares issued and outstanding, is as set forth in the Company's most recent periodic report filed with the SEC. Except as disclosed in the SEC Documents no shares are reserved for issuance pursuant to the Company's stock option plans. Except as disclosed in the SEC Documents, no shares are reserved for issuance pursuant to securities exercisable for, or convertible into or exchangeable for shares of Ordinary Stock. All

of such outstanding shares of capital stock are, or upon issuance will be, duly authorized, validly issued, fully paid and nonassessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the shareholders of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company As of the effective date of the Transaction Documents, and except as disclosed in the SEC Documents, (i) there are no outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities, notes or rights convertible into or exchangeable for any shares of capital stock of the Company or any of its Subsidiaries, or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries, (ii) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of its or their securities under the 1933 Act and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) that will be triggered by the issuance of any of the Securities. The SEC documents disclose all securities convertible into or exercisable for Ordinary Stock of the Company and the material rights of the holders thereof in respect thereto.

3.4 Issuance of Shares. The Ordinary Stock and the Conversion Shares, upon conversion of the Convertible Note, as the case may be duly authorized and the Conversion Shares reserved for issuance, in accordance with their respective terms. Upon issuance, the Ordinary Stock and the Conversion Shares will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof.

3.5 No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Securities) will not (i) conflict with or result in a violation of any provision of the Formation Documents or By-laws, or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, patent license or instrument to which the Company or any of its Subsidiaries is a party and that is not filed as an SEC Document or other document filed with the SEC, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities are subject) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect). Neither the Company nor any of its Subsidiaries is in violation of its Formation Documents, By-laws or other organizational documents and neither the Company nor any of its Subsidiaries is in default (and no event has occurred which with notice or lapse of time or both could put the Company or any of its Subsidiaries in default) under, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action that would give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party or by which any property or assets of the Company or any of its Subsidiaries is bound or affected, except for possible defaults as would not, individually or in the aggregate, have a Material Adverse Effect. Except as specifically contemplated by this SPA and as required under the 1933 Act and any applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency, regulatory agency, self-regulatory organization or stock market or any third party in order for it to execute, deliver or perform any of its obligations under the Transaction Documents in accordance with the terms hereof or thereof or to issue and sell the Securities in accordance with the terms hereof and thereof.All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company is not in violation of the listing requirements of the Principal Market (as defined in this SPA) and does not reasonably anticipate that the Ordinary Stock will be delisted by the Principal Market in the foreseeable future. The Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

3.6 SEC Documents; Financial Statements. Except for the Form 10-K for the year ended December 31, 2020, the Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Exchange Act of 1934, as amended ("1934 Act" or "Exchange Act"), and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior the date hereof). As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).Except as set forth in the financial statements of the Company included in the SEC Documents, the Company has no liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business, and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in such financial statements, which, individually or in the aggregate, are not material to the financial condition or operating results of the Company. The Company is subject to the reporting requirements of the 1934 Act.

3.7 Absence of Certain Changes. Since August 17, 2020, there has been no material adverse change and no material adverse development in the assets, liabilities, business, properties, operations, financial condition, results of operations, prospects or 1934 Act reporting status of the Company or any of its Subsidiaries.

3.8 Absence of Litigation. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries, or their officers or directors in their capacity as such, that could have a Material Adverse Effect. The public filings contain a complete list and summary description of any pending or, to the knowledge of the Company, threatened proceeding against or affecting the Company or any of its Subsidiaries, without regard to whether it would have a Material Adverse Effect. The Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

3.9 Patents, Copyrights, etc. The Company and each of its Subsidiaries owns or possesses the requisite licenses or rights to use all patents, patent applications, patent rights, inventions, know-how, trade secrets, trademarks, trademark applications, service marks, service names, trade names and copyrights ("Intellectual Property") necessary to enable it to conduct its business as now operated (and, as presently contemplated to be operated in the future); there is no claim or action by any person pertaining to, or proceeding pending, or to the Company's knowledge threatened, which challenges the right of the Company or of a Subsidiary with respect to any Intellectual Property necessary to enable it to conduct its business as now operated (and, as presently contemplated to be operated in the future); to the best of the Company's knowledge, the Company's or its Subsidiaries' current and intended products, services and processes do not infringe on any Intellectual Property or other rights held by any person and/or entity; and the Company is unaware of any facts or circumstances which might give rise to any of the foregoing. The Company and each of its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of their Intellectual Property.

3.10 No Materially Adverse Contracts, Etc. Neither the Company nor any of its Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is a party to any contract or agreement which in the judgment of the Company's officers has or is expected to have a Material Adverse Effect.

3.11 Disclosure. No event or circumstance has occurred or exists with respect to the Company or any of its Subsidiaries or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

3.12 Permits; Compliance. The Company and each of its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary to own, lease and operate its properties and to carry on its business as it is now being conducted (collectively, the "Company Permits"), and there is no action pending or, to the knowledge of the Company, threatened regarding suspension or cancellation of any of the Company Permits. Neither the Company nor any of its Subsidiaries is in conflict with, or in default or violation of, any of the Company Permits, except for any such conflicts, defaults or violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. August 17, 2020, neither the Company nor any of its Subsidiaries has received any notification with respect to possible conflicts, defaults or violations of applicable laws, except for notices relating to possible conflicts, defaults or violations, which conflicts, defaults or violations would not have a Material Adverse Effect.

3.13 Intentionally omitted.

3.14 Intentionally omitted.

4. COVENANTS.

4.1 Best Efforts. The parties shall use their reasonable best efforts to satisfy timely each of the conditions described in Section 6 and 7 of this SPA.

4.2 Form D; Blue Sky Laws. The Company agrees when applicable to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Holder promptly after such filing. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary to qualify the Securities for sale to the Holder at the applicable closing pursuant to this SPA under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Holder on or prior to the Closing Date.

4.3 Listing. The Company will obtain and, so long as the Holder owns any portion of the Securities, maintain the listing and trading of its Ordinary Stock on the Principal Market, and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Financial Industry Regulatory Authority ("FINRA") and such exchanges, as applicable. The Company shall promptly provide to the Holder copies of any notices it receives from the SEC, OTC Markets Group and any other exchanges or quotation systems on which the Ordinary Stock is then listed regarding the continued eligibility of the Ordinary Stock for listing on such exchanges and quotation systems, provided that it shall not provide any notices constituting material nonpublic information. If at any time while Holder holds any portion of the Securities, the Company fails to maintain the listing and trading and of its Ordinary Stock or fails in any way to comply with the Company's reporting and filing obligations such failure(s) will result in liquidated damages of one thousand dollars ($1,000),for each day that the Company's fails to maintain the listing and trading of its Ordinary Stock or fails to comply with the Company's reporting filing obligations, being immediately due and payable to Holder at its election in the form of cash payment.

4.4 Corporate Existence. So long as the Holder beneficially owns any Securities, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose Ordinary Stock is listed for trading on Principal Market.

4.5 Securities Laws Disclosure; Publicity. The Company shall comply with applicable securities laws by filing a Current Report on Form 8-K, within four (4) Trading Days following the execution date hereof, disclosing all the material terms of the transactions contemplated hereby.

4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by this SPA, the Company covenants and agrees that neither it nor any other person acting on its behalf will provide the Holder or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto the Holder shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that the Holder shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Intentionally omitted.

4.8 Intentionally omitted.

4.9 Piggyback Registration Rights. Subsequent to the Second Closing Date, the Company shall include the Ordinary Stock and the Conversion Shares on: (i) the next registration statement under the Securities Act of 1933, as amended that the Company files with the SEC; (ii) the subsequent registration statement if such previous registration statement is withdrawn, and (iii) any amendment to any registration statement previously filed but not effective as of the date hereof.

5. TRANSFER AGENT MATTERS.

5.1 Issuance and Exercise. At the Closing, the Company shall deliver the Ordinary Stock to the Seller and deliver the irrevocable instructions (the "Irrevocable Transfer Agent Instructions") attached hereto as Exhibit 2-B and made a part hereof to Worldwide Stock Transfer, LLC, (the "Transfer Agent") on its letterhead executed by the Company and the Transfer Agent directing it to reserve 100,000,000 shares of the Ordinary Stock for issuance upon Conversion of the Note and to issue certificates, registered in the name of the Holder or its nominee, for the Conversion Shares in such amounts as specified from time to time by the Holder to the Company upon conversion of the Convertible Note, or any part thereof, in accordance with the terms thereof (the "Irrevocable Transfer Agent Instructions"). In the event that the Company proposes to replace its transfer agent, the Company shall provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in the form attached as Exhibit 2-B (including but not limited to the provision to irrevocably reserve shares of Ordinary Stock in the Reserved Amount signed by the successor transfer agent (to the Company). Prior to registration of the Securities under the 1933 Act or the date on which the Securities may be sold pursuant to Rule 144, Section 4(a)(1) of the Securities Act ("Section 4(a)(1)"), or other applicable exemption without any restriction as to the number of Securities as of a particular date that can then be immediately sold, all such certificates shall bear the restrictive legend specified in this SPA. The Company warrants that: (i) no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section, and stop transfer instructions to give effect to hereof (in the case of the Securities, prior to registration of the Securities under the 1933 Act or the date on which the Securities may be sold pursuant to Rule 144, Section 4(a)(1), or other applicable exemption without any restriction as to the number of Securities as of a particular date that can then be immediately sold), will be given by the Company to its transfer agent and that the Securities shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this SPA; (ii) it will not direct its transfer agent not to transfer or delay, impair, and/or hinder its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate representing the Securities to be issued to the Holder or its assignees; and (iii) it will not fail to remove (or direct its transfer agent not to remove or impair, delay, and/or hinder its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any the Securities as and when required by this SPA and the Convertible Note. If the Holder provides the Company with (i) an opinion of counsel in form, substance and scope customary for opinions in comparable transactions, to the effect that a public sale or transfer of such Securities may be made without registration

under the 1933 Act and such sale or transfer is effected or (ii) the Holder provides reasonable assurances that the Securities can be sold pursuant to Rule 144, Section 4(a)(1), or other applicable exemption, the Company shall permit the transfer, and promptly instruct its transfer agent to issue one or more certificates, free from restrictive legend, in such name and in such denominations as specified by the Holder. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section may be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section, that the Company will pay to the Holder, $15,000 per day during the period in which the Transfer Agent or any successor transfer agent fails to comply with the terms of the Irrevocable Transfer Agent Instructions. Additionally, Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach and requiring immediate transfer, without the necessity of showing economic loss and without any bond or other security being required.

6. DELIVERY, MATTERS IMPACTING THE SECURITIES.

6.1 Intentionally omitted.

6.2 Intentionally omitted.

6.3 Intentionally omitted.

6.4 Intentionally omitted.

6.5 Intentionally omitted.

6.6 Intentionally omitted.

6.7 Intentionally omitted.

6.8 Intentionally omitted.

7. CONDITIONS TO THE COMPANY'S OBLIGATIONS.

The obligation of the Company hereunder to issue and deliver the Securities to the Holder at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

a) The Holder shall have executed the Transaction documents and delivered the same to the Company,

b) The representations and warranties of the Holder shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date), and the Holder shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents be performed, satisfied or complied with by the Holder at or prior to the Closing Date,

c) No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on Provista; and

c) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this SPA.

8. CONDITIONS TO THE HOLDER'S OBLIGATIONS.

The obligations of the Holder hereunder is subject to the satisfaction, at or before the Closing Date of each of the following conditions, provided that these conditions are for the Holder's sole benefit and may be waived by the Holder at any time in its sole discretion:

a) The Company shall have executed the Transaction Documents and delivered the same to the Holder;

b) The Irrevocable Transfer Agent Instructions shall have been delivered to and acknowledged in writing by the Company's Transfer Agent (a copy of which written acknowledgment shall be provided to Holder prior to Closing);

c) The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at such time (except for representations and warranties that speak as of a specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing Date. The Holder shall have received a certificate or certificates reasonably requested by the Holder including, but not limited to certificates with respect to the Company's Formation Documents, By-laws, and Board of Directors' resolutions relating to the transactions contemplated hereby;

d) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

e) No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on the Company including but not limited to a change in the 1934 Act reporting status of the Company or the failure of the Company to be timely in its 1934 Act reporting obligations.

f) The Ordinary Stock shall have been authorized for quotation on the Principal Market and trading of the Ordinary Stock on the Principal Market shall not have been suspended by the Securities and Exchange Commission or the Principal Market.

9. GOVERNING LAW; MISCELLANEOUS.

9.1 Governing Law. This SPA shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws thereof or any other State. Any action brought by any party against any other party hereto concerning the transactions contemplated by this SPA shall be brought only in the state courts located in the state of Delaware or in the federal courts located in the state of Delaware. The parties to this SPA hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The parties executing this SPA and other Transaction Documents referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts

and hereby irrevocably waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this SPA or any other Transaction Document delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this SPA or any other Transaction Document contemplated hereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this SPA and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

9.2 Removal of Restrictive Legends. In the event that Holder has any shares of the Company's Ordinary Stock bearing any restrictive legends, and Holder, through its counsel or other representatives, submits to the Transfer Agent any such shares for the removal of the restrictive legends thereon in connection with a sale of such shares pursuant to any exemption to the registration requirements under the Securities Act, and the Company and or its counsel refuses or fails for any reason (except to the extent that such refusal or failure is based solely on applicable law that would prevent the removal of such restrictive legends) to render an opinion of counsel or any other documents or certificates required for the removal of the restrictive legends, then the Company hereby agrees and acknowledges that the Holder is hereby irrevocably and expressly authorized to have counsel to the Holder render any and all opinions and other certificates or instruments which may be required for purposes of removing such restrictive legends, and the Company hereby irrevocably authorizes and directs the Transfer Agent to, without any further confirmation or instructions from the Company, issue any such shares without restrictive legends as instructed by the Holder, and surrender to a common carrier for overnight delivery to the address as specified by the Holder, certificates, registered in the name of the Holder or its designees, representing the shares of Ordinary Stock to which the Holder is entitled, without any restrictive legends and otherwise freely transferable on the books and records of the Company.

9.3 Filing Requirements. From the date of this SPA until the Holder no longer holds any portion of the Securities, the Company will timely and voluntarily comply with all reporting requirements that are applicable to an issuer with a class of shares registered pursuant to Section 12(g) of the 1934 Act, whether or not the Company is then subject to such reporting requirements and comply with all requirements related to any registration statement filed pursuant to this SPA. The Company will use reasonable efforts not to take any action or file any document (whether or not permitted by the 1933 Act or the 1934 Act or the rules thereunder) to terminate or suspend such registration or to terminate or suspend its reporting and filing obligations under said acts until Holder no longer holds any portion of the Securities, The Company will maintain the quotation or listing of its Ordinary Stock on the OTCQX, OTCQB, OTC Pink, New York Stock Exchange, NASDAQ Stock Market, NYSE MKT, f/k/a American Stock Exchange, or other applicable principal trading exchange or market for the Ordinary Stock (whichever of the foregoing is at the time the principal trading exchange or market for the Ordinary Stock) (the "Principal Market"), and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market, as applicable. The Company will provide Holder with copies of all notices it receives notifying the Company of the threatened and actual delisting of the Ordinary Stock from any Principal Market. As of the date of this SPA and the Closing Date, the OTCQB is the Principal Market. So long as Holder holds any portion of the Securities, the Company will continue the listing or quotation of the Ordinary Stock on a Principal Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market.

9.4 Headings. The headings of this SPA are for convenience of reference only and shall not form part of, or affect the interpretation of, this SPA.

9.5 Severability. In the event that any provision of this SPA is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9.6 Entire Agreement; Amendments. This SPA and the other Transaction Documents contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Holder makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this SPA may be waived or amended other than by an instrument in writing signed by the Holder.

9.7 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be: (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email or email, addressed as set forth in the Provista Purchase Agreement or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by email with accurate confirmation generated by the transmitting computer, at the address or email address as designated in the Provista Purchase Agreement (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be the address designated in the Provista Purchase Agreement. Each party shall provide timely notice to the other party of any change in address.

9.8 Successors and Assigns. The Transaction Documents shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Holder shall assign this SPA or any rights or obligations hereunder without the prior written consent of the other. The Holder may assign its rights hereunder to any person that purchases any portion of the Securities in a private transaction from the Holder or to any of its "affiliates," as that term is defined under the 1934 Act, without the consent of the Company.

9.9 Third Party Beneficiaries. This SPA is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

9.10 Survival. The representations and warranties of the Company and the agreements and covenants set forth in the Transaction Documents shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Holder. The Company agrees to indemnify and hold harmless the Holder and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Holder of any of its representations, warranties and covenants set forth in this SPA or any of its covenants and obligations under the Transaction Documents, including advancement of expenses as they are incurred.

9.11 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of the Transaction Documents and the consummation of the transactions contemplated hereby.

9.12 No Strict Construction. The language used in the Transaction Documents will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

9.13 Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder by vitiating the intent and purpose of the

transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this SPA will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this SPA, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this SPA and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

9.14 Counterparts. The Transaction Documents may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Any signature transmitted by e-mail, or other electronic means shall be deemed to be an original signature.

9.15 Time is of the Essence. Time is of the essence in the performance of each of the obligations of the Parties and with respect to all covenants and conditions to be satisfied by the Parties in the Transaction Documents and all documents, acknowledgments and instruments delivered in connection herewith.

IN WITNESS WHEREOF, the undersigned Holder and the Company have caused this SPA to be duly executed as of April 19, 2021.

STRATEGIC INVESTMENT HOLDINGS, LLC

By: 
Name: Robb Rill
Title: Manager

TODOS MEDICAL LTD

By: 
Name: Gerald Commissiong
Title: President and CEO

Exhibit 10.3

CONVERTIBLE PROMISSORY NOTE

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT, OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. ANY TRANSFEREE OF THIS NOTE SHOULD CAREFULLY REVIEW THE TERMS OF THIS NOTE. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE AND, ACCORDINGLY, THE SECURITIES ISSUABLE UPON CONVERSION HEREOF MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF.

TODOS MEDICAL, LTD
CONVERTIBLE PROMISSORY NOTE

Issuance Date: April 19, 2021

FOR VALUE RECEIVED, Todos Medical Ltd., a corporation organized under the laws of Israel (the "**Company**"), pursuant to this Convertible Promissory Note (the "**Note**") hereby promises to pay to Strategic Investment Holdings, LLC, a Nevada limited liability company its designee or registered assigns (the "**Holder**") the principal amount of three million five hundred thousand dollars ($3,500,000) as reduced pursuant to the terms hereof pursuant to redemption, conversion or otherwise, the "**Principal**", whether upon the Maturity Date which is April 8, 2025, acceleration, conversion, redemption or otherwise (in each case in accordance with the terms hereof. So long as the Company is not in breach of this Note, all amounts due under this Note, shall be payable by the Company with its Ordinary Stock, $.01 par value per share (the "**Ordinary Stock**") at such times and in such amounts as determined by the Holder. For purposes of determining the number of shares of the Ordinary Stock issuable upon conversion, the Ordinary Stock shall be valued at the Fair Market Value as defined herein.

This Note is issued pursuant to that certain Securities Purchase Agreement (the "**SPA**") of even date herewith, by and among the Company and Holder. Capitalized terms not defined herein will have the meanings set forth in the SPA. Certain capitalized terms used herein and not otherwise defined are defined in Section 22.

1. PRINCIPAL

On the Maturity Date, the Company shall pay to the Holder the Principal outstanding in shares of the Ordinary Stock.

2. CONVERSION OF NOTE.

Following the Issuance Date, as set out above, at the option of the Holder, this Note shall be convertible into shares of Ordinary Stock on the terms and conditions set forth in this Note.

(a) Optional Conversion Right. At any time or times on or after the Issuance Date of this Note, the Holder shall be entitled to convert any portion of the outstanding and unpaid Conversion Amount into fully paid and nonassessable shares of Ordinary Stock in accordance with Section 2(c), at the Conversion Rate (as defined below) (the "**Conversion Date**"). The Company shall not issue any fraction of a share of Ordinary Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Ordinary Stock, the Company shall round such fraction of a share of Ordinary Stock up to the nearest whole share. The Company shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Ordinary Stock upon conversion of any Conversion Amount. The Holder shall have the right to deliver an effective conversion notice at any time until 11:59 pm on the chosen date and it shall be immediately effective.

(b) Conversion Rate. The number of shares of Ordinary Stock issuable upon conversion of any Conversion Amount pursuant to this Agreement shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price (the "**Conversion Price**").

(i) "**Conversion Amount**" means the sum of the portion of the Principal to be converted, redeemed or otherwise with respect to which this determination is being made.

(ii) "**Conversion Price**" means the "**Fair Market Value**" which shall equal the lesser of five cents ($0.05) or the volume weighted average price ("**VWAP**") of the last 20 trading days for the Ordinary Stock as reported in the OTC Link by OTC Markets Group Inc prior to the day in which the Holder delivers a Notice of Conversion to the Company. No conversion shall take place prior to October 20, 2021. In the event the Holder delivers a Notice of Conversion to the Buyer at a per share price less than $0.05 ($0.05), the Buyer shall have the right to immediately notify the Seller of its intention to pay the conversion amount in cash within three (3) business days of receipt of the Notice of Conversion (i.e. before Seller would take possession of shares converted under the Notice of Conversion). If, at any time between October 20, 2021 and April 20, 2022, the average of the lowest bid and closing sale price at 4:00:00 p.m., New York time (or such other time as such market publicly announces is the official close of trading) is below ($0.05), Buyer has the option to buy out all or any portion of the Note (the "**Buyback Option**"). In the event Buyer exercises the Buyback Option for an amount equal to or greater than one million, one hundred seventy thousand dollars ($1,170,000) (the "**Buyback Amount**"), Seller shall not submit any conversions below five cents ($0.05) for ninety (90) days from receipt of the Buyback Amount ("**90 Day Period**"). Buyer may exercise a second Buyback Option at the end of the 90 Day Period under the same terms. Buyer must provide thirty (30) days' notice to Seller prior to exercising any Buyback Option or notify the Seller of its intention to pay the Buyback Amount upon receipt of a Conversion Notice below five cents ($0.05) and pay the Buyback Amount within three business days of receipt of such notice.

(iii) "**Mandatory Conversion**" In the event the Company uplists its stock to a major stock exchange (the "**Uplisting**"), the Note shall automatically be exchanged into Preferred stock (the "**Series B Preferred Stock**") with such fixed conversion price terms equal to the lesser of (a) five cents ($0.05), (b) the opening price on the day of Uplisting provided there is no transaction associated with Uplisting, or (c) the deal price of an Uplisting transaction.

(c) Mechanics of Optional Conversion and Adjustment:

(i) Registration; Book-Entry. The Company shall maintain a register (the "**Register**") for the recordation of the holder of the Note and the Principal amount of the Note held by the holder (the "**Registered Note**"). The entries in the Register, made in good faith, shall be conclusive and binding for all purposes absent manifest error. The Company and the holder of the Note shall treat each Person whose name is recorded in the Register as the owner of the Note for all purposes, including, without limitation, the right to receive payments of Principal, if any, hereunder, notwithstanding notice to the contrary. Upon its receipt of a request to assign or sell all or part of the Registered Note by the Holder, the Company shall record the information contained therein in the Register and issue one or more new Registered Notes in the same

aggregate Principal amount as the Principal amount of the surrendered Registered Note to the designated assignee or transferee pursuant to this Note. Notwithstanding anything to the contrary in this Section 2(c)(i), the Holder may assign any Note or any portion thereof to an Affiliate of such Holder or a Related Fund of such Holder without delivering a request to assign or sell such Note to the Company and the recordation of such assignment or sale in the Register (a "**Related Party Assignment**"); provided, that (x) the Company may continue to deal solely with such assigning or selling Holder unless and until such Holder has delivered a request to assign or sell such Note or portion thereof to the Company for recordation in the Register; (y) the failure of such assigning or selling Holder to deliver a request to assign or sell such Note or portion thereof to the Company shall not affect the legality, validity, or binding effect of such assignment or sale and (z) such assigning or selling Holder shall, acting solely for this purpose as a non-fiduciary agent of the Company, maintain a register (the "**Related Party Register**") comparable to the Register on behalf of the Company, and any such assignment or sale shall be effective upon recordation of such assignment or sale in the Related Party Register. Notwithstanding anything to the contrary set forth herein, upon conversion of any portion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless the Holder has provided the Company with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of this Note upon physical surrender of this Note. The Holder and the Company shall maintain records showing the Principal converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon conversion.

(d) Beneficial Ownership. In case that the Holder becomes subject to the filing or reporting obligations under Regulation 13D-G of the Exchange Act due to (i) the conversion of this Note, or any other share issuance hereunder, or (ii) the changes to the beneficial ownership of the Holder (together with the Attribution Parties) in the Company, including but not limited to the changes to such beneficial ownership due to the conversion or share issuance hereunder, the Holder shall timely file such schedules or forms with the United States Securities and Exchange Commission (the "**Commission**") as required under Regulation 13D-G of the Exchange Act. For purposes of this paragraph, beneficial ownership and all calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Regulation 13D-G and the rules and regulations promulgated thereunder. The obligations contained in this paragraph shall apply to a successor Holder of this Note. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one (1) Business Day confirm orally and in writing to the Holder the number of shares of Ordinary Stock then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Ordinary Stock, including, without limitation, pursuant to this Note or securities issued pursuant to the SPA.

(e) Disputes. In the event of a dispute as to the number of shares of Ordinary Stock issuable to the Holder in connection with a conversion of this Note, the Company shall issue to the Holder the number of shares of Ordinary Stock not in dispute and resolve such dispute in accordance with this Agreement.

3. RIGHTS UPON EVENT OF DEFAULT.

(a) Event of Default. Each of the following events shall constitute an "**Event of Default"**; provided, however, that, except in the case of the Events of Default listed in Sections 3(a)(i), or 3(a)(ix) below, the Company shall have five (5) business days after notice of default from the Holder to cure such Event of Default unless a lesser number of days is required pursuant to the provisions of this Section 3.

(i) Conversion and the Shares. The Company (i) fails to issue Conversion Shares to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of the Note, (ii) fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to the Note as and when required by the Note, or (iii) the Company directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to the Note as and when required by the Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any Conversion Shares issued to the Holder upon conversion of or otherwise pursuant to the Note as and when required by the Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for five (5) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Company to remain current in its obligations to its transfer agent. It shall be an Event of Default of the Note, if a conversion of the Note is delayed, hindered or frustrated due to a balance owed by the Company to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Company's transfer agent in order to process a conversion, such advanced funds shall be paid by the Company to the Holder within forty-eight (48) hours of a demand from the Holder.

(ii) Breach of Agreements and Covenants. The Company breaches any material agreement, covenant or other material term or condition contained in the Transaction Documents or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith.

(iii) Breach of Representations and Warranties. Any representation or warranty of the Company made in the Transaction Documents, or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a Material Adverse Effect on the rights of the Holder with respect to the in the Transaction Documents. In the event of such a breach, the Company shall have an opportunity to cure within two (2) business days.

(iv) Receiver or Trustee. The Company or any subsidiary of the Company shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed. Under such circumstances, the Company shall have an opportunity to cure within sixty (60) days.

(v) Judgments. Any money judgment, writ or similar process shall be entered or filed against the Company or any subsidiary of the Company or any of its property or other assets for more than $100,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

(vi) Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Company or any subsidiary of the Company. Under such circumstances, the Company shall have an opportunity to cure within sixty (60) days.

(vii) Delisting or Trading of Ordinary Stock. The Company shall fail to maintain the listing or quotation of its Ordinary Stock minimally on a Trading Market.

(viii) Failure to Comply with the Exchange Act. The Company shall fail to comply with the reporting requirements of the Exchange Act and/or the Company shall cease to be subject to the reporting requirements of the Exchange Act.

(ix) Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business or assets.

(x) Intentionally omitted.

(xi) Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Company's ability to continue as a "going concern" shall not be an admission that the Company cannot pay its debts as

they become due.

(xii) Intentionally omitted.

(xiii) Intentionally omitted.

(xiv) Other Obligations. The occurrence of any default under any agreement or obligation of the Company that is not cured within ten (10) days that could reasonably be expected to have a Material Adverse Effect.

(xv) Default under Transaction Documents or Other Material Agreement. A default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under (A) this Note, the SPA or any of the other agreements entered into by the parties related to the purchase of this Note (collectively, the "**Transaction Documents**"), or (B) any other material agreement, lease, document or instrument to which Company or any Subsidiary is obligated (and not covered by clause (vi) below), which in the case of subsection (B) would reasonably be expected to have a Material Adverse Effect.

(xvi) Default under Mortgage or Other Agreement of Indebtedness. Company or any Subsidiary shall default on any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement that (a) involves an obligation greater than $100,000, whether such indebtedness now exists or shall hereafter be created, and (b) results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable.

(xvii) Intentionally omitted.

(xviii) Failure to Meet the Requirements under Rule 144. The Company does not meet the current public information requirements under Rule 144.

(xix) Failure to Maintain Intellectual Property. The failure by Company or any material Subsidiary to maintain any material intellectual property rights, personal, real property, equipment, leases or other assets which are necessary to conduct its business (whether now or in the future) and such breach is not cured with twenty (20) days after written notice to the Company from the Holder.

(xx) Trading Suspension. A Commission or judicial stop trade order or suspension from a Trading Market.

(xxi) Intentionally omitted.

(xxii) Failure to Provide Required Notification of a Material Event. A failure by Company to notify Holder of any material event of which Company is obligated to notify Holder pursuant to the terms of this Note or any other Transaction Document.

(xxiii) Invalidity or Unenforceability of Transaction Documents. Any material provision of any Transaction Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against the Company, or the validity or enforceability thereof shall be contested by Company, or a proceeding shall be commenced by Company or any governmental authority having jurisdiction over Company or Holder, seeking to establish the invalidity or unenforceability thereof, or Company shall deny in writing that it has any liability or obligation purported to be created under any Transaction Document.

4. GOVERNING LAW.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws thereof or any other State. Any action brought by any party against any other party hereto concerning the transactions contemplated by this Note shall be brought only in the state courts located in the state of Delaware or in the federal courts located in the state of Delaware. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The parties executing this Note and other Transaction Documents referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts and hereby irrevocably waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other Transaction Document delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note or any other Transaction Document contemplated hereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

5. DELIVERY, MATTERS IMPACTING THE SECURITIES.

5.1 **Delivery**. Within three (3) business days (such first business day being the "**Unlegended Shares Delivery Date**") after the business day on which the Company has received from the Holder (i) a notice of conversion of the Convertible Note, or a request to remove the legend from the Ordinary Shares received hereunder, (ii) a representation that the requirements of Rule 144, Section 4(a)(1), or any other applicable exemption have been satisfied, and (iii) an opinion of counsel in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, the Company shall deliver such shares of the Ordinary Stock without any restrictive legends (the "**Unlegended Shares**"); and (z) cause the issuance of the Unlegended Shares to the Holder via express courier, by electronic transfer, or otherwise as requested by the Holder, on or before the Unlegended Shares Delivery Date. The Company understands that a delay in the delivery of the Unlegended Shares later than the Unlegended Shares Delivery Date could result in economic loss to the Holder. As compensation to Holder for such loss, the Company agrees to pay late payment fees (as liquidated damages and not as a penalty) to the Holder for late delivery of Unlegended Shares in the amount of $250.00 per business day after the Unlegended Shares Delivery Date.

5.2 **Adjustments.** Commencing on the date hereof and ending on the date in which Holder transfers and/or sells all of the Securities, in the event that the Company directly or indirectly issues, offers, sells, grants any option or right to purchase, or otherwise dispose of (or announce any issuance, offer, sale, grant of any option or right to purchase or other disposition of) any equity security or any equity- linked or related security (including, without limitation, any "equity security" (as that term is defined under Rule 405 promulgated under the 1933 Act), any convertible securities, debt (with or related to equity), any preferred stock or any purchase rights) ("**Additional Issuance**") for consideration per share of Ordinary Stock less than the Fair Market Value (as defined herein) or makes an Additional Issuance of Convertible Securities (as defined below) with an conversion price per share of Ordinary Stock less than the Exercise Price (in each case, as adjusted for stock splits, stock dividends, reclassifications, reorganizations or other similar transactions), then the Company shall (i) issue to Holder, concurrently with such dilutive Additional Issuance, the number of Ordinary Shares to ensure that Holder has the number of Ordinary Shares that it would have had if it converted the Convertible Note and/or Ordinary Shares in an offering of such Additional Issuance at such lower purchase price, and (ii) subject to the Convertible Note, (A) reduce the conversion price of the Convertible Note to the lesser of (1) the lowest purchase price per share of the

Ordinary Stock of such Additional Issuance and (2) the lowest conversion price or conversion price at which any Convertible Securities of an Additional Issuance are convertible or exercisable into the Ordinary Stock, and (B) increase the number of Conversion Shares issuable upon the Conversion of the Note such that the aggregate conversion price payable under the Convertible Note for the adjusted number of Conversion Shares shall be the same as the aggregate conversion price in effect immediately prior to such adjustment (without regard to any limitations on conversion contained in the Convertible Note). Additional Issuance of Convertible Securities means the issuance of the Ordinary Stock in exchange for any service, security, or property including but not limited to an issuance of shares of Ordinary Stock upon conversion, exchange or conversion of an option, note, warrant or other class or series of Company's securities. If the Company, at any time while Holder holds any portion of the Securities: (A) pays a stock dividend or otherwise makes a distribution or distributions payable in Ordinary Shares or on Ordinary Shares or issues Ordinary Shares for any purpose including for any securities convertible into or exercisable for Ordinary Shares; (B) subdivides outstanding Ordinary Shares into a larger number of shares; (C) combines (including by way of a reverse stock split) outstanding Ordinary Shares into a smaller number of shares; or (D) issues Ordinary Shares for any other reason not set forth in this Section, then the Exercise Price shall be subject to equitable adjustments for such events so that Holder holds the same percentage or the right to acquire the same percentage of the Company's Ordinary Shares for like consideration both before or after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. Upon the occurrence of each adjustment or readjustment of the Exercise Price as a result of the events described in this Section, the Company, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Exercise Price at the time in effect and (iii) the number of shares of shares of Ordinary Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Convertible Note.

5.3 **Rights Upon Fundamental Transaction.** If, at any time while this Note is outstanding, (i) the Company effects a Fundamental Transaction, then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one (1) share of Ordinary Stock (the "Alternate Consideration"). For purposes of any such conversion, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Ordinary Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Debenture following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new debenture consistent with the foregoing provisions and evidencing the Holder's right to convert such debenture into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is affected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 5.3 and ensuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

5.4 **Distribution of Assets**. If the Company shall declare or make any dividend or other distributions of its assets (or rights to acquire its assets) to any or all holders of shares of Ordinary Stock, by way of return of capital or otherwise (including without limitation, any distribution of cash, stock or other securities, property, options, evidence of Indebtedness or any other assets by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (the "**Distributions**"), then the Holder will be entitled to such Distributions as if the Holder had held the number of shares of Ordinary Stock acquirable upon complete Conversion of the Note(without taking into account any limitations or restrictions on the conversion of the Convertible Note) immediately prior to the date on which a record is taken for such Distribution or, if no such record is taken, the date as of which the record holders of Ordinary Stock are to be determined for such Distributions and the portion of such Distribution shall be held in abeyance for the Holder.

5.5 **Purchase Rights.** If at any time the Company grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Ordinary Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire or receive, as applicable, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Ordinary Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the convertibility of this Note) immediately prior to the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Ordinary Stock are to be determined for the grant, issue or sale of such Purchase Rights.

5.6 **Other Corporate Events.** In addition to and not in substitution for any other rights hereunder, prior to the occurrence or consummation of any Fundamental Transaction pursuant to which holders of shares of Ordinary Stock are entitled to receive securities, cash, assets or other property with respect to or in exchange for shares of Ordinary Stock (a "**Corporate Event**"), the Company shall make appropriate provision to ensure that, and any applicable Successor Entity or Successor Entities shall ensure that, and it shall be a required condition to the occurrence or consummation of such Corporate Event that, the Holder will thereafter have the right to receive upon conversion of this Note at any time after the occurrence or consummation of the Corporate Event, shares of Ordinary Stock or Successor Capital Stock or, if so elected by the Holder, cash in lieu of the shares of Ordinary Stock (or other securities, cash, assets or other property) purchasable upon the conversion of this Note prior to such Corporate Event, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights and any shares of Ordinary Stock) which the Holder would have been entitled to receive upon the occurrence or consummation of such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event, had this Note been converted immediately prior to such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event (without regard to any limitations on conversion of this Note). Provision made pursuant to the preceding sentence shall be in a form and substance satisfactory to the Holder. The provisions of this Section 5.6 shall apply similarly and equally to successive Corporate Events. For purposes of this Agreement, "**Successor Entity**" means one or more Person or Persons (or, if so, elected by the Holder, the Company or Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or one or more Person or Persons (or, if so, elected by the Holder, the Company or the Parent Entity) with which such Fundamental Transaction shall have been entered into.

5.7 **Adjustment of Exercise Price upon Subdivision or Combination of Ordinary Stock**. If the Company at any time on or after the Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise), one or more classes of its outstanding shares of Ordinary Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced. If the Company at any time on or after the Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Ordinary Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased.

5.8 **Equity Blocker.** At no time will the Holder acquire ownership of more than 9.99% of the number of shares of the Ordinary Stock outstanding immediately after giving effect to the issuance of shares of Ordinary Stock hereunder and shares issuable upon conversion of the Convertible Note. Holder shall have the right, in its sole and absolute discretion, at any time from time to time, to conversion all or any part of the Convertible Note into fully paid and non-assessable Ordinary Shares, or any shares of capital stock or other securities of the Company into which such Ordinary Shares shall hereafter be changed or reclassified at the conversion price determined as provided herein; provided, however, that in no event shall Holder be entitled to conversion any portion of the Convertible Note in excess of that portion of the Convertible Note upon conversion of which the sum of (1) the number of Ordinary Shares beneficially owned by Holder and its affiliates (other than Ordinary Shares which may be deemed beneficially owned through the ownership of the unexercised portion of the Convertible Note or the unexercised or unconverted portion of any other security of the Company subject to a limitation on

conversion analogous to the limitations contained herein) and (2) the number of Ordinary Shares issuable upon the conversion of the portion of the Convertible Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 9.99% of the outstanding Ordinary Shares. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation 13D- G thereunder, except as otherwise provided in clause (1) of such proviso, provided, further, however, that the limitations on conversion may be waived by the Holder upon, at the election of the Holder not less than 61 days' prior notice to the Company, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver).

6. NON-CIRCUMVENTION.

The Company hereby covenants and agrees that the Company will not, by amendment of its Certificate of Incorporation, Bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all of the provisions of this Note and take all action as may be required to protect the rights of the Holder.

7. DELIVERY.

Within three (3) business days (such first business day being the "**Unlegended Shares Delivery Date**") after the business day on which the Company has received from the Holder (i) a notice of conversion of the Convertible Note, or a request to remove the legend from the Ordinary Shares received hereunder, (ii) a representation that the requirements of Rule 144, Section 4(a)(1), or any other applicable exemption have been satisfied, and (iii) an opinion of counsel in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, the Company shall deliver such shares of the Ordinary Stock without any restrictive legends (the "**Unlegended Shares**"); and (z) cause the issuance of the Unlegended Shares to the Holder via express courier, by electronic transfer, or otherwise as requested by the Holder, on or before the Unlegended Shares Delivery Date. The Company understands that a delay in the delivery of the Unlegended Shares later than the Unlegended Shares Delivery Date could result in economic loss to the Holder. As compensation to Holder for such loss, the Company agrees to pay late payment fees (as liquidated damages and not as a penalty) to the Holder for late delivery of Unlegended Shares in the amount of $25,000 per business day after the Unlegended Shares Delivery Date.

8. VOTING RIGHTS.

The Holder shall have no voting rights as the holder of this Note, except as required by law and as expressly provided in this Note.

9. COVENANTS.

9.1 Incurrence of Indebtedness. So long as this Note is outstanding, the Company shall not, and the Company shall not permit any of its Subsidiaries to, directly or indirectly, incur or guarantee, assume or suffer to exist any Indebtedness, other than Permitted Indebtedness.

9.2 Existence of Liens. So long as this Note is outstanding, the Company shall not, and the Company shall not permit any of its Subsidiaries to, directly or indirectly, allow or suffer to exist any Liens other than Permitted Liens.

9.3 Change in Nature of Business. The Company shall not make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in the Company's most recent Annual Report filed on Form 20-F with the SEC. The Company shall not modify its corporate structure or purpose.

9.4 Intellectual Property. The Company shall not, and the Company shall not permit any of its Subsidiaries, directly or indirectly, to encumber or allow any Liens on, any of its own or its licensed copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of the Company and its Subsidiaries connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing, other than Permitted Liens.

9.5 Preservation of Existence, Etc. The Company shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary.

9.6 Maintenance of Properties, Etc. The Company shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder.

9.7 Maintenance of Insurance. The Company shall maintain, and cause each of its Subsidiaries to maintain insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any governmental authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated.

9.8 Transactions with Affiliates. The Company shall not, nor shall it permit any of its Subsidiaries to, enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof.

9.9 Corporate Changes. The Company shall not change its corporate name, legal form or jurisdiction of formation without twenty (20) days' prior written notice to Holder. The Company shall not relocate its chief executive office or its principal place of business unless it has provided prior written notice to Holder.

9.10 Charter Amendments. The Company shall not amend its charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder.

9.11 Repurchase. The Company shall not repay, repurchase or offer to repay, repurchase or otherwise acquire more than a de minimis number of shares of its Ordinary Stock or Ordinary Stock equivalents other than as to the Conversion Shares as permitted or required under the Transaction Documents.

9.12 Redemption. The Company shall not redeem, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any Indebtedness (other than the Note if on a pro-rata basis), whether by way of payment in respect of principal of (or premium, if any), such Indebtedness, the foregoing restriction shall also apply to Permitted Indebtedness from and after the occurrence of an Event of Default.

9.13 Declaration. The Company shall not declare or make any dividend or other distribution of its assets or rights to acquire its assets to holders of shares of Ordinary Stock, by way of return of capital or otherwise including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction.

9.14 Sale of Assets. The Company hereby covenants and agrees so long as any portion of the Principal is outstanding, with the exception of moving certain of its assets to any of its subsidiaries, the Company shall not sell any of its material assets.

9.15 Agreements. The Company shall not enter into any agreement with respect to any of the foregoing.

10. TRANSFER.

This Note and any shares of Ordinary Stock issued upon conversion of this Note may be offered, sold, assigned or transferred by the Holder at any time in whole or in part.

11. REISSUANCE OF THIS NOTE.

11.1 Transfer. If this Note is to be transferred, the Holder shall instruct the Company who the new Holder will be and this Note will be automatically cancelled. The Company will issue and deliver the new Note within two (2) days of such notice.

11.2 Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Note, the Company shall execute and deliver to the Holder a new Note (representing the then outstanding Principal amount of the Note.

11.3 Note Exchangeable for Different Denominations. This Note is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Note or Notes (in accordance with Section 12.4 hereof) representing in the aggregate the outstanding Principal of this Note, and each such new Note will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

11.4 Issuance of New Notes. Whenever the Company is required to issue a new Note pursuant to the terms of this Note, such new Note (i) shall be of like tenor with this Note, (ii) shall represent, as indicated on the face of such new Note, the Principal remaining outstanding (or in the case of a new Note being issued hereunder), the Principal designated by the Holder which, when added to the principal represented by the other new Notes issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Note immediately prior to such issuance of new Notes), (iii) shall have an issuance date, as indicated on the face of such new Note, which is the same as the Issuance Date of this Note, (iv) shall have the same rights and conditions as this Note.

12. REMEDIES, CHARACTERIZATIONS, OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF.

The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion, redemption and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

13. PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS.

If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note or (b) there occurs any bankruptcy, reorganization, receivership of the Company or other proceedings affecting Company creditors' rights and involving a claim under this Note, then the Company shall pay the costs and expenses incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

14. CONSTRUCTION; HEADINGS.

This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

15. FAILURE OR INDULGENCE NOT WAIVER.

No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

16. DISPUTE RESOLUTION.

In the case of a dispute as to the determination of the arithmetic calculation of the Conversion Rate, the Conversion Price or any Redemption Price, the Company shall submit the disputed determinations or arithmetic calculations via facsimile or electronic mail within one (1) Business Days of receipt, or deemed receipt, of the Conversion Notice or Redemption Notice or other event giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation within two (2) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two (2) Business Days submit via facsimile or electronic mail the disputed arithmetic calculation of the Conversion Rate, Conversion Price or any Redemption Price to an independent, outside accountant, selected by the Holder and approved by the Company, such approval not to be unreasonably withheld, conditioned or delayed. The Company, at the Company's expense, shall cause the accountant to perform the determinations or calculations and notify the Company and the Holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation shall be binding upon all parties absent demonstrable error.

17. CANCELLATION.

After all Principal owed on this Note have been paid in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

18. WAIVER OF NOTICE.

To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

19. SEVERABILITY.

If any provision of this Note is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Note so long as this Note as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

20. DISCLOSURE.

Upon receipt or delivery by the Company of any notice in accordance with the terms of this Note, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries, the Company shall within one (1) Business Day after any such receipt or delivery publicly disclose such material, nonpublic information on a Current Report on Form 6-K or otherwise. In the event that the Company believes that a notice contains material, nonpublic information relating to the Company or its Subsidiaries, the Company so shall indicate to such Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

21. NOTICES. All notices shall be provided to the Company or Holder as set forth in the Provista Purchase Agreement.

22. CERTAIN DEFINITIONS. For purposes of this Note, the following terms shall have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(b) "**Attribution Parties**" means, collectively, the following Persons and entities: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issuance Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of the Company's Ordinary Stock would or could be aggregated with the Holder's and the other Attribution Parties for purposes of Regulation 13D-Gof the Exchange Act.

(c) "**Bloomberg**" means Bloomberg Financial Markets.

(d) "**Closing Date**" shall have the meaning ascribed to such term in the Provista Purchase Agreement.

(e) "**Closing Bid Price**" and "**Closing Sale Price**" means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price, as the case may be, then the last bid price or last trade price, respectively, of such security prior to 4:00 p.m., New York Time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or quoted for trading as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the OTC Link or "pink sheets" by OTC Markets Group Inc. (formerly Pink OTC Markets Inc.). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to this Note. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction during the applicable calculation period.

(f) "**Ordinary Stock**" the Ordinary Shares of the Company, par value NIS 0.01 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

(g) "**Convertible Securities**" means any stock or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Ordinary Stock.

(h) Intentionally Omitted.

(i) "**Equity Interests**" means (a) all shares of capital stock (whether denominated as common capital stock or preferred capital stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

(j) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(k) "**Fundamental Transaction**" means (A) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company to be subject to or have its Ordinary Stock be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Ordinary Stock, (y) 50% of the outstanding shares of Ordinary Stock calculated as if any shares of Ordinary Stock held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Ordinary Stock such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Ordinary Stock, or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby such Subject Entities, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Ordinary Stock, (y) at least 50% of the outstanding shares of Ordinary Stock calculated as if any shares of Ordinary Stock held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of shares of Ordinary Stock such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Ordinary Stock, or (v) reorganize, recapitalize or reclassify its Ordinary Stock, (B) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Ordinary Stock, merger, consolidation, business combination, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Stock not held by all such Subject Entities as of the date of this Note calculated as if any shares of Ordinary Stock held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Ordinary Stock or other equity securities of the Company sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other stockholders of the Company to surrender their shares of Ordinary Stock without approval of the stockholders of the Company or (C) directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction. For purposes of this Section, "**Subject Entity**" means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(l) "**GAAP**" means United States generally accepted accounting principles, consistently applied.

(m) "**Group**" means a "group" as that term is used in Regulation 13D-Gof the Exchange Act and as defined in Rule 13d-5 thereunder.

(n) "**Holiday**" means a day other than a Business Day or on which trading does not take place on the Principal Market.

(o) Intentionally Omitted.

(p) Intentionally Omitted.

(q) "**Options**" means any rights, warrants or options to subscribe for or purchase shares of Ordinary Stock or Convertible Securities.

(r) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person, including such entity whose common capital stock or equivalent equity security is quoted or listed on a Trading Market (or, if so elected by the Holder, any other market, exchange or quotation system), or, if there is more than one such Person or such entity, the Person or entity designated by the Holder or in the absence of such designation, such Person or such entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(s) "**Permitted Indebtedness**" means (i) Indebtedness evidenced by this Note; (ii) debt incurred to make acquisitions; (iii) trade payables incurred in the ordinary course of business consistent with past practice, (iv) unsecured indebtedness not in excess of $100,000 in the aggregate, and (v) Indebtedness secured by Permitted Liens.

(t) "**Permitted Liens**" means (i) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent, (iii) any Lien created by operation of law, such as materialmen's liens, mechanics' liens and other similar liens, arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (iv) Liens (A) upon or in any equipment acquired or held by the Company or any of its Subsidiaries to secure the purchase price of such equipment or Indebtedness incurred solely for the purpose of financing the acquisition or lease of such equipment, or (B) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, (v) Liens incurred in connection with the extension, renewal or refinancing of the Indebtedness secured by Liens of the type described in clause (iv) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced does not increase, (vi) leases or subleases and licenses and sublicenses granted to others in the ordinary course of the Company's business, not interfering in any material respect with the business of the Company and its Subsidiaries taken as a whole, (vii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of custom duties in connection with the importation of goods, (viii) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 3(a)(viii).

(u) "**Principal Market**" means the OTCQB tier of the OTC Markets.

(v) "**Related Fund**" means, with respect to any Person, a fund or account managed by such Person or an Affiliate of such Person.

(w) "**Rule 144**" shall have the meaning ascribed to such term in the SPA.

(x) "**SEC**" means the United States Securities and Exchange Commission.

(y) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(z) "**Successor Entity**" means one or more Person or Persons (or, if so elected by the Holder, the Company or Parent Entity) formed by, resulting from

or surviving any Fundamental Transaction or one or more Person or Persons (or, if so elected by the Holder, the Company or the Parent Entity) with which such Fundamental Transaction shall have been entered into.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed as of the Issuance Date set out above.

TODOS MEDICAL LTD.

By: Gerald Commissiong

Name: Gerald Commissiong
Title: President & CEO

SCHEDULE A TO CONVERTIBLE PROMISSORY NOTE
TODOS MEDICAL LTD.
CONVERSION NOTICE

Reference is made to the Promissory Convertible Note (the "**Note**") issued to Strategic Investment Holdings, LLC, a Nevada limited liability company by Todos Medical Ltd., a corporation organized under the laws of Israel (the "**Company**"). In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into Ordinary Shares of the Company, par value NIS 0.01 per share (the "**Ordinary Stock**") of the Company, as of the date specified below.

Date of Conversion: _____

Aggregate Dollar Amount to be converted: _____

Please confirm the following information: _____

Conversion Price Per Share: _____

Number of shares of Ordinary Stock to be issued: _____

Please issue the Ordinary Stock into which the Note is being converted in the following name and to the following address:

Issue to the following Name: _____

Email: _____

Mailing Address: _____

Authorization:

By: _____

Title: _____

Dated: _____

Account Number: _____
(if electronic book entry transfer)

Transaction Code Number: _____
(if electronic book entry transfer)

SCHEDULE 3-A. NOTICE OF CONVERSION

SCHEDULE 3-A – CONVERTIBLE NOTE- NOTICE OF CONVERSION

TODOS MEDICAL LTD

Reference is made to the Convertible Note issued on or about April 19, 2021, (the "**Convertible Note**") issued to the undersigned by Todos Medical Ltd., a company organized under the laws of Israel (the "**Company**") pursuant to the Securities Purchase Agreement ("SPA") by and between the Company and the Holder as defined therein. In accordance with and pursuant to the Convertible Note, the undersigned hereby elects to affect a cashless conversion of the Convertible Note into _____ of the Company's Ordinary Shares, (the "**Ordinary Shares**"), at the applicable conversion price of $ _____per Ordinary Share, as of the date specified below. Capitalized terms not defined herein shall have the meaning as set forth in the SPA.

Date of Exercise: _____

Aggregate Dollar Amount to be Converted: _____

_____

Please confirm the following information:

Exercise Price: _____

Number of Ordinary Shares to be issued: _____

_____

Please issue the Ordinary Shares into which the Convertible Note is being converted to Holder, or for its benefit, as follows:

[ ] Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: _____

_____

_____

_____

[ ] Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: _____

DTC Number: _____

Account Number: _____

Date: _____, _____

_____

Name of Registered Holder

Exhibit 10.4

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**"), dated as of April 19, 2021, is made and entered into by and between Strategic Investment Holdings, LLC, a Nevada limited liability company ("**SIH**"), Ascenda BioSciences LLC, a Delaware limited liability company ("**Ascenda**" and together with SIH, the "**Secured Party**"), and Provista Diagnostics, Inc., a Delaware corporation (the "**Pledgor**"). Each entity being referred to as a "Party" and collectively, the "**Parties**."

The designation of the Pledgor and the Secured Party as used herein shall include said parties' successors and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context. All capitalized terms used herein which are not otherwise defined herein, shall have the meaning as defined in that certain Agreement to Purchase Provista Diagnostics, Inc., dated as of April 19, 2021 (the "**Purchase Agreement**"), between the Pledgor, SIH, Ascenda and Todos Medical Ltd, a company formed under the laws of Israel ("**Buyer**").

RECITAL OF PURPOSE

WHEREAS, SIH is the sole owner of all of the outstanding securities of Ascenda; and

WHEREAS, Ascenda is the sole owner of all of 100% of the outstanding securities of Provista ("**Provista Shares**"); and

WHEREAS, pursuant to the Purchase Agreement, the Secured Party is selling the Provista Shares to the Buyer; and

WHEREAS, the Buyer's obligations under the Purchase Agreement are evidenced by, among other things, that certain Promissory Note dated of even date herewith (the "**Note**"); and

WHEREAS, the Pledgor has agreed to secure the Buyer's obligations under the Note and the Purchase Agreement by granting to the Secured Party a security interest in the Collateral; and

WHEREAS, the Pledgor and the Secured Party wish to set forth their agreement with respect to the Pledgor's grant of the security interest in the Collateral by entering into this Agreement.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. SECURITY INTEREST

The Pledgor hereby grants to the Secured Party a continuing security interest in all of the Pledgor's right, title and interest in and to the assets of the Pledgor, as further described on Exhibit A attached hereto (collectively, the "**Collateral**"). Without limiting the generality of Article VIII, the Pledgor further agrees that with respect to each item of Collateral as to which (i) the creation of a valid and enforceable security interest is not governed exclusively by the Uniform Commercial Code (the "**Code**") or (ii) the perfection of a valid and enforceable security interest therein under the Code cannot be accomplished either by the Secured Party taking possession thereof or by the filing in appropriate locations of appropriate Code financing statements executed by the Pledgor, the Pledgor will at its expense execute and deliver to the Secured Party such documents, agreements, notices, assignments and instruments and take such further actions as may be reasonably requested by the Secured Party from time to time for the purpose of creating a valid and perfected lien on such item, enforceable against the Pledgor and all third parties to secure the Purchase Agreement.

II. OBLIGATIONS SECURED; HYPOTHECATION

The security interests granted to the Secured Party hereby secures the payment and performance of the Second Cash Payment pursuant to the Purchase Agreement . The Pledgor will derive a material and direct benefit from the stock sale evidenced by the Purchase Agreement, and in accordance therewith, the Pledgor agrees that such interest and benefit are sufficient consideration to support the Collateral pledge made hereunder. In the event of a default by the Buyer under the Purchase Agreement of the Second Cash Payment, the Pledgor expressly acknowledges, covenants, and agrees that the Secured Party shall have all rights and remedies hereunder as set forth for default just as if the Pledgor had executed the Purchase Agreement. Further, in the event of default under the Purchase Agreement, it shall likewise be deemed an Event of Default hereunder giving rise to all rights and remedies of the Secured Party as set forth herein for default. The Pledgor expressly agrees that, upon the occurrence of a default, the Secured Party may elect to enforce any rights and remedies which it may have under this Agreement (as well as under the other Transaction Documents). The foregoing provisions are set forth and made by the Pledgor as an inducement to the Secured Party to enter into the stock sale secured hereby.

III. FILING OF FINANCING STATEMENTS, OTHER FILINGS, AND THE SECURED PARTY'S RIGHT TO PROTECT COLLATERAL

The Pledgor hereby authorizes the Secured Party (i) to prepare and file one or more UCC financing statements, including, without limitation, UCC-1 Financing Statements as defined under the Code, covering the Collateral, as the Secured Party deems necessary to perfect the liens and security interests on the Collateral without the signature(s) of the Pledgor and, (ii) without notice to or the participation of the Pledgor, to file or record such continuation statements and amendments as deemed necessary by the Secured Party, at any time, to maintain its perfected lien position in the Collateral or any portion thereof, and (iii) to file one or more notice or filing documents with the United States Patent and Trademark Office and any other Government Authority to evidence or perfect the Secured Party's lien on the Collateral or any portion thereof. This Agreement, and the security interests and rights granted hereby, shall continue until the Note and all other obligations thereunder have been paid in full.

At any time and from time to time whether or not an Event of Default then exists and without prior notice to or consent of the Pledgor, the Secured Party may at its option and in its reasonable discretion take such actions as the Secured Party deems appropriate to: (i) attach, perfect, continue, preserve and protect the Secured Party's priority security interest in the Collateral, and/or (ii) inspect, audit and verify the Collateral, including reviewing all of the Buyer's and the Pledgor's respective books and records and copying and making excerpts therefrom, provided that prior to an Event of Default, the same is done with advance notice during normal business hours to the extent access to the Pledgor's premises is required, and to add all liabilities, obligations, costs and expenses reasonably incurred in connection with the foregoing clauses (i) and (ii) to the Note, to be paid by the Buyer to the Secured Party upon demand.

IV. USE AND DISPOSITION OF COLLATERAL

Unless and until an Event of Default shall have occurred and be continuing, the Pledgor may use the Collateral in the ordinary course of business and not inconsistent with this Agreement and the Purchase Agreement. Except as otherwise permitted in the Purchase Agreement, the Pledgor shall not sell, encumber, or in any manner dispose of any portion of the Collateral, unless explicitly consented to by the Secured Party in writing.

The Pledgor does hereby grant to the Secured Party an irrevocable license to enter upon any premises where any tangible items of Collateral are located or where any record of tangible or intangible items of Collateral may be maintained, for purposes of inspecting the Collateral or any portion thereof and to inspect any records relating thereto and in connection therewith (including the copying of any such records). The Pledgor hereby assigns to the Secured Party all of its right, title, and interest in and to any leases or other agreements between the Pledgor and various persons having in their possession any or all of the Collateral and any books or records relating thereto, and such persons may rely upon this Agreement or a copy hereof as authority of the Secured Party for entry upon said premises to the same extent and for the same purpose as the Pledgor may enter thereupon.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS The Pledgor represents, warrants, and covenants as follows:

1. Subject to any limitations stated in writing herein or in connection herewith, all information furnished by the Pledgor to the Secured Party concerning the Collateral is, or will be at the time the same is furnished, accurate and complete in all material respects.

2. The locations where the Pledgor keeps its records concerning the Collateral are its principal place of business located at 2001 Westside Parkway, Unit # 290, Alpharetta, Georgia 30004. The Pledgor will not remove any such records from such locations without the explicit written consent of the Secured Party.

3. The Collateral is used exclusively for business purposes as set forth in the Purchase Agreement.

4. The Pledgor has full power and authority to execute and deliver this Agreement and to grant the security interests in the Collateral as provided herein.

5. The Pledgor has or shall procure and maintain good and marketable title to the Collateral and the Collateral is free and clear of all liens, security interests or encumbrances (except for such liens and encumbrances as have been disclosed to and are acceptable to the Secured Party).

6. The Pledgor will defend the Secured Party's right, title, and security interest in and to the Collateral and the proceeds thereof against the claims and demands of all persons and the entities whomsoever, other than any person or entity claiming a right in the Collateral pursuant to an agreement between such person or entity and the Secured Party.

7. Except as provided by Article IX of this Agreement, the Pledgor will not suffer or permit to exist on any Collateral any lien except for liens in favor of the Secured Party.

8. The Pledgor will not take or omit to take any action, the taking or the omission of which would reasonably be expected to result in a material alteration or impairment of the Collateral or of the Secured Party's rights under this Agreement.

9. The Pledgor will not sell, assign or otherwise dispose of any portion of the Collateral other than in the ordinary course of business.

10. The Pledgor will: (i) obtain and maintain sole and exclusive possession of the Collateral, other than Collateral which is sold in the ordinary course of business, (ii) keep the Collateral and all records pertaining thereto at the locations specified on the Security Interest Data Summary attached as Exhibit B hereto, unless it shall have given the Secured Party prior notice and taken any action reasonably requested by the Secured Party to maintain its security interest therein, (iii) deliver to the Secured Party upon the Secured Party's reasonable request therefor all Collateral consisting of Chattel Paper (as defined in the Code) immediately upon the Pledgor's respective receipt of a request therefor, and (iv) keep materially accurate and complete books and records concerning the Collateral and such other books and records as the Secured Party may from time to time reasonably require.

11. The Pledgor will promptly furnish to the Secured Party such information and documents relating to the Collateral as the Secured Party may reasonably request, including, without limitation, all invoices, Documents (as defined in the Code), contracts, Chattel Paper (as defined in the Code), Instruments (as defined in the Code) and other writings pertaining to the Pledgor's contracts or the performance thereof; all of the foregoing to be certified upon request of the Secured Party by an authorized officer or officers of the Pledgor.

12. The Pledgor certifies that as of the date hereof, all information contained on the Security Interest Data Schedule attached hereto as Exhibit B is accurate and complete and contains no omission or misrepresentation. The Pledgor shall promptly notify the Secured Party of any changes in the information set forth hereon.

VI. TAXES, ASSESSMENTS AND GOVERNMENTAL CHARGES

The Pledgor shall pay as and when due any and all taxes, charges and fees arising in relation to or stemming from the creation, perfection, preservation and continuation of any security interest in the Collateral whenever arising, except those that are being contested in good faith by appropriate proceedings and for which the Pledgor has set aside adequate reserves.

VII. INDEMNIFICATION

In the event any governmental body, instrumentality, entity, or agency determines at any time that any tax, charge, fee and/or penalty is due and owing with regard to the creation, perfection, preservation, or continuity of the security interest intended to be created hereunder or assesses such amounts against the Secured Party or the Pledgor, the Secured Party may pay such tax, fee, charge and/or penalty on behalf of the Pledgor or require the Pledgor to pay such tax, fee, charge and/or penalty in full on demand. In the event the Secured Party pays such tax, fee, charge and/or penalty on behalf of the Pledgor, the Buyer and the Pledgor hereby agree to indemnify and reimburse the Secured Party in full for any such amounts and any costs, fees, or charges related thereto, including, without limitation any and all reasonable attorney fees or other legal costs. Any such taxes, fees, charges and/or penalties paid by the Secured Party hereunder shall be deemed an advance secured by the Collateral until paid in full and shall be afforded the same protection as advances made under any obligation secured by this Agreement.

VIII. MAINTENANCE AND PRESERVATION OF COLLATERAL

The Pledgor will maintain and preserve the Collateral in good order and condition (ordinary wear excluded) and will not permit the Collateral to be wasted or destroyed. The Pledgor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, financing statements and instruments as the Secured Party may require for the purpose of more completely vesting in and assuring to the Second Party its rights hereunder and in or to the Collateral.

Further, the Pledgor will faithfully preserve and protect the Secured Party's security interest in the Collateral as a prior perfected security interest under the Code, superior and prior to the rights of all third persons, and will do all such other acts and things and will, upon reasonable request therefor by the Secured Party, execute, deliver, file and record all such other documents and instruments, including, without limitation, financing statements, security agreements, assignments and documents and powers of attorney with respect to the Collateral, and pay all filing fees and taxes related thereto, as the Secured Party in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect and protect said security interest. The Pledgor hereby irrevocably appoints the Secured Party, its officers, employees, and agents, or any of them, as attorneys-in-fact for the Pledgor to execute, deliver, file and record such items for the Pledgor and in the Pledgor's respective name, place, and

stead. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

The Pledgor assumes responsibility for taking any and all necessary steps to preserve the Secured Party's rights with respect to the Collateral against all persons or entities. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Secured Party takes such action for that purpose as the Pledgor shall request in writing, provided that such requested action will not, in the judgment of the Secured Party, impair the security interest in the Collateral created hereby or the Secured Party's rights in, or the value of, the Collateral, and provided further that such written request is received by the Secured Party in sufficient time to permit the Secured Party to take the requested action.

IX. NO OTHER SECURITY INTEREST OR FINANCING STATEMENTS

Except with the prior written consent of the Secured Party, the Pledgor will not permit or allow to exist any other security interest in or lien upon the Collateral or any item thereof, including, without limitation, any purchase money security interest as defined under the Code, or permit any financing statement covering the Collateral or any item thereof to be on file in any public office. The Pledgor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. The Secured Party, however, may contest any claims made against the Pledgor in the name of the Pledgor wherein the security hereunder would by an adverse decision be impaired, and the Secured Party may charge to the Pledgor its reasonable expenses in defending any such claims.

X. REPORTS, EXAMINATIONS AND INSPECTIONS

Upon request by the Secured Party, the Pledgor shall periodically furnish to the Secured Party information adequate to identify the Collateral and any proceeds arising therefrom, at such times and in such form and substance as may be reasonably requested, together with pledges or assignments in form satisfactory to the Secured Party.

The Secured Party shall be entitled during normal business hours upon reasonable notice to the Pledgor, by or through any of the Secured Party's officers, agents, attorneys, or accountants, to examine or inspect the Collateral wherever located, and to examine, inspect and make extracts from the Pledgor's respective books and other records.

XI. COSTS AND EXPENSES PAID BY THE SECURED PARTY

At its option, the Secured Party may pay for insurance on the Collateral and any taxes, assessments or other charges, which the Pledgor fails to pay in accordance with the provisions hereof and of the Purchase Agreement. Any payment so made or expense so incurred by the Secured Party shall be added to the obligations of the Buyer to the Secured Party, shall be payable on demand, shall be deemed an advance secured by the Collateral until paid in full and shall be afforded the same protection as advances made under any obligation secured by this Agreement.

XII. EVENTS OF DEFAULT

The Pledgor shall be in default under this Agreement upon the happening on any of the following events ("**Events of Default**"):

1. If there shall be any default in any of the payment obligations under the Purchase Agreement or the Note (failure to pay any interest or principal when due) or of any of the other obligations which is not cured within any applicable cure period;

2. There shall occur any default under the Purchase Agreement or the other Transaction Documents (as defined in the Purchase Agreement) which is not cured within any applicable cure period;

3. If there shall be any default by the Pledgor in the due observance or performance of any other covenant, term, or condition set forth herein and such default is not cured within thirty (30) days after notice thereof is given by the Secured Party to the Pledgor;

4. If there shall be any loss, theft, substantial damage, destruction, or encumbrance of any material portion or value of the Collateral not covered by insurance and such loss or damage is not replaced or repaired within ninety (90) days thereof or such additional time thereafter as may be reasonably necessary;

5. If any representation or warranty of the Pledgor contained herein is false or misleading in any material respect;

6. If either the Buyer or the Pledgor becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or files for protection under the Federal bankruptcy laws;

7. If custodian, trustee or receiver is appointed for either the Buyer or the Pledgor or for its property (wherever located) and is not discharged within sixty (60) days after such appointment;

8. If bankruptcy, reorganization, arrangement or insolvency proceeding, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, is instituted by any third party against either the Buyer or the Pledgor, which is not dismissed within sixty (60) days after such institution;

9. If the Pledgor fails to comply with a request, pursuant to Article VIII herein, to perfect the Secured Party's security interest in the Collateral; or

10. If any security interest in any Collateral is not perfected or becomes unperfected and the Pledgor fails to take action within five (5) business days of a request from the Secured Party to cause the Collateral to be perfected.

XIII. REMEDIES

Upon the occurrence and continuance of any of the Events of Default specified herein, the Secured Party may take any one or more of the following actions in addition to any remedies the Secured Party may have under the Purchase Agreement:

1. Exercise all the rights and remedies available to a secured party under the Code in effect at the time, and such other rights and remedies as may be provided by law and as set forth below, including without limitation to take over all Collateral, and to this end the Pledgor hereby appoints the Secured Party, its officers, employees and agents, as its irrevocable, true and lawful attorneys-in-fact with all necessary power and authority to:

(i) take possession immediately, with or without notice, demand, or legal process, of any of or all of the Collateral wherever found, and for such purposes, enter upon any premises upon which the Collateral may be found and remove the Collateral therefrom; and

(ii) require the Pledgor to assemble the Collateral and deliver it to the Secured Party or to any place designated by the Secured Party at the Pledgor's expense;

and

(iii) receive, open and dispose of all mail addressed to the Pledgor and notify postal authorities to change the address for delivery thereof to such address as the Secured Party may designate; and

(iv) to the extent permitted by applicable law, sell or assign the Collateral upon such terms, for such amounts and at such time or times as the Secured Party deems advisable; and

(v) prepare, file and sign the Pledgor's name(s) on any proof of claim in bankruptcy or similar document against any account debtor; and

(vi) prepare, file and sign the Pledgor's name(s) on any notice of lien, assignment or satisfaction of lien or similar document in connection with the Collateral; and

(vii) do all acts and things necessary, in the Secured Party's sole discretion, to fulfill the Buyer's obligations; and

(viii) access and use the information recorded on or contained in any data processing equipment or computer hardware or software relating to the Collateral or proceeds thereof to which the Pledgor has access; and

(ix) demand, sue for, collect, compromise and give acquittances for any and all Collateral; and

(x) prosecute, defend or compromise any action, claim or proceeding with respect to any of the Collateral; and

(xi) declare the Note and other obligations secured hereby to be immediately due and payable without presentment, further demand, protest, or other notice of dishonor of any kind, all of which are hereby expressly waived by the Pledgor; and

(xii) Take any and all remedial actions provided under the Purchase Agreement and other Transaction Documents and as otherwise permitted under applicable law or in equity; and

(xiii) take such other action as the Secured Party may deem appropriate, including extending or modifying the terms of payment of the Pledgor's debtors.

This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement. To the extent permitted by law, the Pledgor hereby waives all claims of damages due to or arising from or connected with any of the rights or remedies exercised by the Secured Party pursuant to this Agreement, except claims for physical damage to the Collateral arising from gross negligence or willful misconduct by the Secured Party.

2. The Secured Party shall have the right to lease, sell or otherwise dispose of all or any of the Collateral at public or private sale or sales for cash, credit or any combination thereof, with such notice as may be required by law (it being agreed by the Pledgor that, in the absence of any contrary requirement of law, ten (10) days' prior notice of a public or private sale of Collateral shall be deemed reasonable notice), in lots or in bulk, for cash or on credit, all as the Secured Party, in its sole discretion, may deem advisable. Such sales may be adjourned from time to time with or without notice. The Secured Party shall have the right to conduct such sales on the Pledgor's respective premises or elsewhere and shall have the right to use the Pledgor's premises without charge for such sales for such time or times as the Secured Party may see fit. The Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Note. In the event the Collateral consists partially, or totally, of items which are perishable or threaten to rapidly decline in value or are of a type customarily sold on a recognized market, the Secured Party may sell said items at such time or times and in such manner as it deems economically feasible in its sole discretion.

No delay in accelerating the maturity of the Note or any obligation as aforesaid or in taking any other action with respect to any Event of Default, or in taking any action or remedy hereunder shall affect the rights of the Secured Party to take any other action or remedy with respect thereto. No waiver by the Secured Party as to one Event of Default shall affect rights as to any other Event of Default.

XIV. REPOSSESSION AND STORAGE OF COLLATERAL

If the Secured Party repossesses or seeks to repossess any of the Collateral pursuant to the terms hereof because of the occurrence of an Event of Default, then the Pledgor hereby respectively agrees to lease to the Secured Party on a month-to-month tenancy for a period not to exceed one hundred twenty (120) days at the Secured Party's election, at a rental of one dollar ($1.00) per month, the premises on which the Collateral is located, for purposes of storing the Collateral, provided it is located on the premises owned or leased by the Pledgor.

XV. MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement may be amended, or compliance with this agreement waived, at any time by the written agreement of the Secured Party and the Pledgor.

2. Any notice(s) furnished hereunder shall be deemed conclusively to have been received by a party hereto and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other parties in writing), or if sent by certified mail, return receipt requested, on the day of delivery or refusal of delivery as evidenced by the return receipt therefor, if addressed to such party at such address:

(a) If to the Secured Party:

Strategic Investment Holdings, LLC
Galeria de Artes y Ciencias I, #201
Dorado, Puerto Rico 00646

With a courtesy copy to:
Robert Dev. Bunn, Esq.
5745 S.W. 75th Street, Suite 324
Gainesville, Florida 32608
E-mail: Robert@strategiclaw.org;
bhamilton@securitieslawyer101.com;
chris@thestrategicgroup.com.pr;
kmin@wtplaw.com; and

swilcox@mooreandrutt.com

(b) If to the Pledgor:

Todos Medical Ltd.
Rehov HaMada 1
Rehovot, Israel 7670301
Phone: 011.972.8.633.3964
Email: info@todosmedical.com

3. All rights of the Secured Party and all of the rights, remedies and duties of the Secured Party and the Pledgor under or arising out of this Agreement shall be governed by the laws of the State of Delaware, except to the extent the provisions of the Uniform Commercial Code in effect in another jurisdiction are applicable with respect to specific Collateral. THE PLEDGOR HEREBY IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY FOR ITSELF AND IN RESPECT OF ITS PROPERTY TO THE NON-EXCLUSIVE JURISDICTION OF ANY DELAWARE COURT, OR ANY UNITED STATES FEDERAL COURT SITTING IN THE STATE OF DELAWARE, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, THE PLEDGOR HEREBY WAIVES ANY RIGHT TO REQUIRE A JURY TRIAL.

4. This Agreement shall remain in force and effect until the Note and other obligations have been paid in full to the satisfaction of the Secured Party.

[Remainder of Page intentionally left blank – Signature Page Follows]

SIGNATURE PAGE OF SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

PLEDGOR:

Provista Diagnostics, Inc.

By: _____ [SEAL]
Name: Gerald Commissiong
Title: President & CEO

SECURED PARTY:

Strategic Investment Holdings, LLC

By: _____ [SEAL]
Name: Robb Rill
Title: Manager

Ascenda BioSciences LLC

By: _____ [SEAL]
Name: Robb Rill
Title: Member Representative of
Strategic Investment Holdings, LLCS

Exhibit 99.1

Todos Medical Acquires Provista Diagnostics and Its Proprietary Videssa® Breast Cancer Blood Test

- *Todos plans to commercialize Videssa in late 2021 to reduce unnecessary biopsies in the $7.19 billion mammogram naïve market and integrate it into its TBIA Platform*
- *Provista Diagnostics' testing lab in the Atlanta, Georgia area is currently performing COVID-19 testing, that will be automated to significantly increase processing capacity*
- *Todos expects to employ testing methodologies to expand Provista's capabilities regarding Covid variant identification*

NEW YORK, NY, and REHOVAT, ISRAEL – April 22, 2021 - Todos Medical, Ltd. (OTCQB: TOMDF) , a comprehensive medical diagnostics and related solutions company, today announced that it has acquired Provista Diagnostics, Inc. Provista is a medical diagnostics company based in Alpharetta, Georgia that owns the intellectual property rights to the proprietary breast cancer blood test, Videssa®, and has a diagnostic testing laboratory currently performing COVID-19 PCR testing, primarily for the medical and entertainment industries.

The breast cancer diagnostics market reached a size of over $19 Billion in 2019 according to a September 2020 market report published by Global Market Insights. In many cases, current tools often cannot provide diagnostic certainty in identifying cancerous breast masses that results in an estimated $7.19 billion of additional breast diagnostic testing, according to a 2018 study by ClinicoEconomics and Outcomes Research. Videssa was developed to provide physicians with actionable information regarding breast cancer risk in women following an inconclusive mammogram result (BI-RADS III or IV), which primarily occurs in women with dense breasts. The results provided by the test, that has demonstrated specificity of 98%+ in both women over and under the age of 50, arms physicians with a powerful tool to help guide decisions of whether to continue to monitor a low-risk patient intermittently, or whether to advance an at-risk patient immediately into a more expensive and invasive diagnostic assessment that generally includes a breast biopsy. With breast biopsies having been found to show a false-positive rate following diagnostic screening procedures as high as 71 percent in the United States according to the National Cancer Institute, the annual cost in biopsy procedures that might have been avoided is estimated to be $2.18 billion.

Dr. Jorge Leon, Chief Medical and Scientific Officer for Oncology and Infectious disease for Todos Medical, commented, "Videssa is a well-positioned diagnostic blood test for breast cancer with several peer-reviewed publications in well-respected medical journals demonstrating its ability to help physicians triage patients with dense breasts who regularly show inconclusive results on mammogram, a problem affecting well over 20% of women in the United States. The Videssa test offers a novel combination of biomarkers for a cancer detection liquid biopsy by detecting the presence of inflammatory markers linked to cancer with the specificity of tumor pathway biomarkers and auto-antibodies against tumor associated antigens present in breast cancer. As we prepare to launch Videssa as an aid in the diagnosis of breast cancer following an inconclusive mammogram result by the end of 2021, we expect to work with key opinion leaders in the months ahead to expand the clinical validation of additional use cases for Videssa in preparation for launch in order to confirm the accuracy of this panel to detect early stage and recurrences of breast cancer, as well as to prove its clinical utility in the context of the management of high risk patients as well as of patients already treated and in remission."

"Todos' proprietary TBIA platform will be able to piggyback on the sample volume we anticipate generating from Videssa in order to further refine its algorithms and begin deploying our proprietary TBIA immunosurveillance blood testing assay for breast cancer, colon cancer and other cancers," continued Dr. Leon. "We believe this strategy will allow us to dramatically accelerate the timeline of bringing TBIA into the market in the United States and allow us to scale that platform more rapidly."

Todos has already delivered and installed automated extraction systems, Tecan™ and other liquid handler machines, and 384-well PCR machines in order to help position Provista to dramatically ramp up its COVID-19 PCR testing capacity in the second quarter of 2021. The Company intends to build Provista into a highly automated lab capable of running multiple platforms in parallel in order to offer clients comprehensive testing solutions that meet their needs, especially in cancer, infectious disease, immune monitoring and Alzheimer's disease. Provista's lab already has ELISA and PCR testing capabilities onsite.

"The acquisition of Provista gives Todos a US-based home for its proprietary diagnostic platforms in spectroscopy, flow cytometry, ELISA, PCR and next-gen sequencing," said Gerald E. Commissiong, President & CEO of Todos Medical. "As Todos expands from being a supplier of COVID-19 testing automation and reagents to labs into a company also running its own COVID-19 testing lab, the supply chains and relationships we have built in working closely with Provista's highly competent staff over the last year will serve us extremely well. In the immediate term, we intend to focus on expanding Provista's COVID-19 PCR testing business and deploying new assays capable of confirming whether the viral strain of a positive COVID-19 sample is from one of the known variants, as well as building assays to help monitor long-hauler COVID-19 patients who are likely at higher risk for other diseases based on the damage inflicted on their immune system. With COVID-19 testing as the initial commercial anchor to our Provista lab strategy, we will also now be able to validate our lab-based TolloTest™ 3CL protease enzymatic assay in the US and begin deploying it to monitor this biomarker of emerging importance in COVID-19, especially in concert with clinical researchers evaluating novel anti-viral therapies for COVID-19 . We expect that Provista will serve as the base for all of Todos' operational activities in the United States going forward, including COVID-19, cancer and Alzheimer's diagnostic tests we intend to bring into the market."

Under the terms of the Agreement, Todos acquired Provista from its private equity owner for an aggregate purchase price of $7.5 million consisting of an initial cash payment of $1.25M, the issuance of $1.5M in Todos common shares priced at $0.0512/share, the issuance of a $3.5M convertible promissory note (the "Note") and the payment on for before July 1, 2021 of $1.25M (the "July Payment"). The Provista shares acquired by Todos shall remain in an escrow account until the July Payment is made. The Note has a maturity date of April 8, 2025 and is convertible beginning on October 20, 2021 into Todos common shares at a conversion price equal to the lesser of $0.05 or the volume weighted average price of the last 20 trading days for the common shares prior to the date of conversion. In the event that Todos uplists its common shares to a national securities exchange, the Note shall automatically be exchanged into preferred stock with a conversion price equal to the lesser of (a) $0.05, (b) the opening price on the day of the uplisting provides there is no transaction associated with the uplisting or (c) the deal price of an uplisiting transaction.

For information related to Todos Medical's COVID-19 testing capabilities, please visit www.todoscovid19.com.

For testing and PPE inquiries, please email sales@todosmedical.com.

About Todos Medical Ltd.

Founded in Rehovot, Israel with offices in New York City, Todos Medical Ltd. (OTCQB: TOMDF), engineers life-saving diagnostic solutions for the early detection of a variety of cancers. The Company's state-of-the-art and patented Todos Biochemical Infrared Analyses (TBIA) is a proprietary cancer-screening technology using peripheral blood analysis that deploys deep examination into cancer's influence on the immune system, looking for biochemical changes in blood mononuclear cells and plasma. Todos' two internally-developed cancer-screening tests, TMB-1 and TMB-2, have received a CE mark in Europe. Todos recently entered into an exclusive option agreement to acquire U.S.-based medical diagnostics company Provista Diagnostics, Inc. to gain rights to its Alpharetta, Georgia-based CLIA/CAP certified lab currently performing PCR COVID testing and Provista's proprietary commercial-stage Videssa® breast cancer blood test. The transaction is expected to close in the third quarter of 2020.

Todos is also developing blood tests for the early detection of neurodegenerative disorders, such as Alzheimer's disease. The Lymphocyte Proliferation Test (LymPro Test™) is

a diagnostic blood test that determines the ability of peripheral blood lymphocytes (PBLs) and monocytes to withstand an exogenous mitogenic stimulation that induces them to enter the cell cycle. It is believed that certain diseases, most notably Alzheimer's disease, are the result of compromised cellular machinery that leads to aberrant cell cycle re-entry by neurons, which then leads to apoptosis. LymPro is unique in the use of peripheral blood lymphocytes as a surrogate for neuronal cell function, suggesting a common relationship between PBLs and neurons in the brain.

Todos has entered into distribution agreements with companies to distribute certain novel coronavirus (COVID-19) test kits. The agreements cover multiple international suppliers of PCR testing kits and related materials and supplies, as well as antibody testing kits from multiple manufacturers after completing validation of said testing kits and supplies in its partner CLIA/CAP certified laboratory in the United States. Todos has formed a strategic partnership with Integrated Health LLC to deploy mobile COVID-19 testing in the United States. Todos entered into a strategic partnership with Osang Healthcare to distribute the GeneFinder™ PCR kits in the United States. Additionally, Todos has entered into a joint venture with NLC Pharma to pursue the development of diagnostic tests targeting the 3CL protease, as well as 3CL protease inhibitors that target the reproductive mechanism of coronaviruses. Todos recently launched a Phase 2 clinical trial for its medical strength 3CL protease inhibiting product called Tollovir™ in hospitalized COVID-19 patients.

For more information, please visit https://www.todosmedical.com/.

Forward-looking Statements

Certain statements contained in this press release may constitute forward-looking statements. For example, forward-looking statements are used when discussing our expected clinical development programs and clinical trials. These forward-looking statements are based only on current expectations of management, and are subject to significant risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements, including the risks and uncertainties related to the progress, timing, cost, and results of clinical trials and product development programs; difficulties or delays in obtaining regulatory approval or patent protection for product candidates; competition from other biotechnology companies; and our ability to obtain additional funding required to conduct our research, development and commercialization activities. In addition, the following factors, among others, could cause actual results to differ materially from those described in the forward-looking statements: changes in technology and market requirements; delays or obstacles in launching our clinical trials; changes in legislation; inability to timely develop and introduce new technologies, products and applications; lack of validation of our technology as we progress further and lack of acceptance of our methods by the scientific community; inability to retain or attract key employees whose knowledge is essential to the development of our products; unforeseen scientific difficulties that may develop with our process; greater cost of final product than anticipated; loss of market share and pressure on pricing resulting from competition; and laboratory results that do not translate to equally good results in real settings, all of which could cause the actual results or performance to differ materially from those contemplated in such forward-looking statements. Except as otherwise required by law, Todos Medical does not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events. For a more detailed description of the risks and uncertainties affecting Todos Medical, please refer to its reports filed from time to time with the U.S. Securities and Exchange Commission.

Todos Corporate and Investor Contact:

Richard Galterio
Todos Medical
732-642-7770
rich.g@todosmedical.com